

Arizona Corporation Commission
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VIA OVERNIGHT DELIVERY

Arizona Corporation Commission
Docket Control Center
1200 West Washington
Phoenix, Arizona 85007

Re: Tariff Nos. 1-3 of Dynamic Telcom Engineering I, LLC
Docket No. T-03940A-00-0771

Dear Sir or Madam:

Enclosed on behalf of Dynamic Telcom Engineering I, LLC ("DTE") are an original and ten (10) copies of DTE's Arizona Tariff Nos. 1-3, being filed in connection with the application for public convenience and necessity filed with the Arizona Corporation Commission on September 29, 2000.

Please date stamp the extra copy of this filing and return it in the self-addressed, stamped envelope provided. If you have any questions, please do not hesitate to contact John Beahn at (202) 371-7392.

Respectfully Submitted,

J.L.L.B.-L

Jay Birnbaum
John Beahn

*Counsel to Dynamic Telcom
Engineering I, LLC*

REGULATIONS AND SCHEDULE OF CHARGES
APPLYING TO LOCAL END-USER
COMMUNICATION SERVICES WITHIN
THE STATE OF ARIZONA

Issued: November __, 2000

Kurt Packer
Senior V.P. - Business Operations
Dynamic Telcom Engineering I, LLC

Effective: November __, 2000

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CHECK SHEET

Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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13	Original	48	Original	83	Original	118	Original
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19	Original	54	Original	89	Original	124	Original
20	Original	55	Original	90	Original	125	Original
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23	Original	58	Original	93	Original	128	Original
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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- | | |
|---|--|
| C | To signify changed regulation or rate structure. |
| D | To signify discontinued material. |
| I | To signify a increased rate. |
| M | To signify a move in the location of text. |
| N | To signify a new rate or regulation. |
| R | To signify a reduced rate. |
| S | To signify reissued material. |
| T | To signify a change in text but no change in rate or regulation. |

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user communications services by Dynamic Telcom Engineering I, LLC, hereinafter referred to as the Company, to Customers within Arizona.

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SECTION 1.0 - DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

Advance Payment: Part or all of a payment required before the start of service.

Billable Network Wiring: Work performed on a Customer's premises by a Company employee or representative at the Customer's request and not covered by other charges. Any work required to establish or reestablish network access to the Company-provided network interface is excluded.

Changes in Service: Includes changes in service or equipment subsequent to the establishment of such service or equipment, and rearrangements of network wiring (including house cable) which do not involve moves.

Commission: Refers to the Arizona Corporation Commission.

Company: Refers to Dynamic Telcom Engineering I, LLC the issuer of this tariff.

Complex Service: Includes all other exchange service and their associated facilities and equipment excluded from simple service.

Customer or Subscriber: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence "POP". This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Deposit: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

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SECTION 1.0 - DEFINITIONS, (CONT'D.)

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service which provides for simultaneous transmission in both directions.

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide "ALERG", issued by Bellcore.

Establishment of Service: The initial establishment of service or equipment for a Customer, and transfers of service and equipment from one premises to another on non-continuous property subsequent to the establishment of such service or equipment for a Customer.

Exchange Company or Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Hearing Impaired: Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the without the aid of a telecommunications device for the deaf.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

Inbound-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Interexchange Carrier (or "IXC"): A long distance telecommunications services provider.

Kbps: Kilobits per second, denotes thousands of bits per second.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Mbps: Megabits, denotes millions of bits per second.

Minimum Point of Presence (or "MPOP"): The main closet in the Customer's building.

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SECTION 1.0 - DEFINITIONS, (CONT'D.)

Monthly Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Moves of Service: Includes relocations of service or equipment on the same continuous property subsequent to the establishment of such service or equipment for a Customer

Multi-Frequency (or "MF"): An inter-machine pulse-type used for signaling between switches, or between switches and PBX/key systems.

Network Wiring: Network wiring work includes travel, preparation, wiring on the network side of the network interface.

Non-Recurring Charge (or "NRC"): The initial charge, usually assessed on a one-time basis, to initiate and establish service.

NPA: Numbering plan area or area code.

Other Company: An Exchange Company, other than the Company.

PBX: Private Branch Exchange

Point of Minimum Penetration (or "POMP"): First point on a Customer's premises that the network facilities wiring is accessible.

Point of Presence "POP": Point of Presence

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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SECTION 1.0 - DEFINITIONS, (CONT'D.)

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Simple Service: Simple residence and semi-public exchange service includes network exchange access lines and their associated facilities and equipment which met all of the following conditions: the network access lines are served from their normal serving central office; all terminations of the network access lines are confined to a single continuous property; Customer premises equipment connected to such network access lines is limited to non-key s with associated miscellaneous or supplemental equipment. Where more than one exchange service is billed on a single account, the multi-line account is considered simple only when all the network access lines meet the criteria as outlined in 1 through 3 preceding.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Based Charges: Charges for minutes or messages traversing over local exchange facilities.

User or End User: A Customer, or any other person authorized by a Customer to use service provided under this tariff.

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SECTION 2.0 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within Arizona.

Customers and Users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E. Service may be terminated upon written notice to the Customer if:
 - 1. the Customer is using the service in violation of this tariff; or
 - 2. the Customer is using the service in violation of the law.
- F. This tariff shall be interpreted and governed by the laws of the State of Arizona regardless of its choice of laws provision.
- G. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (cont'd.)

- E. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.
- F. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- H. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- I. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities, (cont'd.)

- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2. the reception of signals by Customer-provided equipment.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Arizona Corporation Commission regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4 A Customer, User, or other authorized User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (cont'd.)

- E. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- F. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- G. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A. any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.2 Station Equipment

- A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities, (cont'd.)

- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

2.4.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges

- A. Non-recurring charges are due and payable from the Customer within 30 days after the invoice date, unless otherwise agreed to in advance.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. Bills for telephone services may be considered delinquent 15 days after the date the bill is rendered. Delinquent accounts for which payment has not been received may be terminated 22 days after the date the bill is rendered. Failure to receive bills or notices which have been properly placed in the United States mail shall not prevent such bills from becoming delinquent nor relieve the Customer of their obligations therein.

The amount of a late payment penalty will be indicated upon the Customer's bill when rendered by the Company. In the absence of an approved tariff, the amount of the late payment penalty will not exceed 1 and ½ percent of the delinquent bill.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges, (Cont'd.)

- F. The Customer will be assessed a charge of twenty dollars (\$20.00) for each check submitted by the Customer to the Company that a financial institution refused to honor.

The Company will be allowed to recover a fee, as approved by the Commission in a tariff proceeding, for each instance where a Customer tenders payment for telephone service with an insufficient funds check. When the Company is notified by the Customer's bank that there are insufficient funds to cover the check tendered for telephone service, the Company may require the Customer to make payment in cash, by money order, certified check, or other means which guarantee the Customer's payment to the Company. A Customer who tenders an insufficient check shall in no way be relieved of the obligation to render payment to the Company under the original terms of the bill nor defer the Company's provision for termination of service for nonpayment of bills.

- G. Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits. A Customer who disputes a portion of a bill rendered for telephone service shall pay the undisputed portion of the bill and notify the Company's designated representative that such unpaid amount is in dispute prior to the delinquent date of the bill. Upon receipt of the Customer notice of dispute, the Company will:

- 1) notify the Customer within 5 working days of the receipt of a written dispute notice;
- 2) initiate a prompt investigation as to the source of the dispute; and
- 3) withhold disconnection of service until the investigation is completed and the Customer is informed of the results.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.2 Billing and Collection of Charges, (cont'd.)

G. (continued)

Once the Customer has received the results of the Company's investigation, the Customer shall submit payment within 5 working days to the Company for any disputed amounts. Failure to make full payment shall be grounds for termination of service.

- H. If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.

Charges for service commence when the service is installed and connection made, whether used or not.

In addition to the collection of regular rates, the Company may collect from the Customer a proportionate share of any privilege, sales or use tax, or other imposition based on the gross revenues received by the Company.

2.5.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.4 Deposits

The Company will not require a deposit from a new applicant for residential service if the Applicant is able to meet the following requirements:

- A. The Applicant has had continuous telephone service of a comparable nature with the Company at another service location within the past 2 years and was not delinquent in payment more than once during the last 12 consecutive months or disconnected for nonpayment;
- B. The Applicant can produce a letter regarding credit or verification from a telephone utility where service of a comparable nature was last received which states:
 - 1) the Applicant had a timely payment history at the time of service disconnection, and
 - 2) the Applicant has no outstanding liability from prior service.

In lieu of a deposit, a new applicant may provide a Letter of Guarantee from an existing Customer with service who is acceptable to the Company or a surety bond as security for the Company. The Company will review and release an existing Customer as a guarantor for the new applicant after 12 consecutive months if no obligations are delinquent and has maintained a timely payment history.

Deposits will be interest bearing.

The Company may require a residential Customer to establish a deposit if the Customer becomes delinquent in the payment of 2 or more bills within a 12-consecutive-month period or has been disconnected for service during the last 12 months.

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.4 Deposits, (Cont'd.)

The amount of a deposit required by the Company will be determined according to the following terms:

- A. Residential Customer deposits will not exceed 2 times that Customer's estimated average monthly bill or the average monthly bill for the Customer class for that Customer which ever is greater; or
- B. Nonresidential Customer deposits will not exceed 2 ½ times that Customer's estimated maximum monthly bill.

The Company may review the Customer's usage after service has been connected and adjust the deposit amount based upon the Customer's actual usage.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving at least five (5) days advance written notice to the Customer, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F. In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- G. Upon the Company's discontinuance of service to the Customer under Section 2.5.5.(A) or 2.5.5.(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Discontinuance of Service, (cont'd.)

G. (continued)

The Company will not disconnect service for any of the following reasons:

- 1) Delinquency in payment for services rendered to a prior Customer at the premisses where service is being provided, except in the instance where the prior Customer continues to reside on the premisses;
- 2) Failure of the Customer to pay for services or equipment which are not regulated by the Commission;
- 3) Residential service will not be disconnected due to nonpayment of a bill related to another class of service;
- 4) Failure to pay for a bill to correct a billing error if the Customer agrees to pay over a reasonable period of time;
- 5) Failure to pay the bill of another Customer as guarantor thereof unless guarantor does not make acceptable payment arrangements; or
- 6) Disputed bills where the Customer has complied with the Commission's rules on complaints.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Discontinuance of Service, (cont'd.)

H. The Company may, prior to termination, offer to qualifying residential Customers a deferred payment plan for the Customer to retire unpaid bills for telephone service. Each deferred payment agreement entered into by the Company and the Customer due to the Customer's inability to pay an outstanding bill in full shall provide that service will not be discontinued if:

- 1) The Customer agrees to pay a reasonable amount of the outstanding bill at the time the parties enter into the deferred payment agreement;
- 2) The Customer agrees to pay all future bills for telephone service in accordance with the billing and collection tariffs of the Company; or
- 3) The Customer agrees to pay a reasonable portion of the remaining outstanding balance in installments over a period not to exceed 6 months.

Any Customer who desires to enter into a deferred payment agreement shall establish such agreement prior to the Company's scheduled termination date for nonpayment of bills; Customer failure to execute a deferred payment agreement prior to the scheduled termination date shall not prevent the Company from discontinuing service for nonpayment.

Deferred payment arrangements may be in writing and may be signed by the Customer and an authorized Company representative.

If a Customer has not fulfilled the terms of a deferred payment agreement, the Company will have the right to disconnect service pursuant to the Company's termination of service rules and, under such circumstances, it will not be required to offer subsequent negotiation of a deferred payment agreement prior to disconnection.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Cancellation of Application for Service

- A. Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.5.6.(A) through 2.5.6.(C) will be calculated and applied on a case-by-case basis.

2.5.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

- A. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.1 Credit for Interruptions, (cont'd.)

- C. A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less --

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.1 Credit for Interruptions, (cont'd.)

C. (continued)

Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days' credit will be allowed for any one month period.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- G. interruption of service due to circumstances or causes beyond the control of Company.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.7 Use of Customer's Service by Others

2.7.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of the Customer, subject to compliance with any applicable laws or the Arizona Corporation Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.7.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.8 Cancellation of Service

Not less than 3 working days advance notice must be given in person, in writing, or by telephone at the Company's office to discontinue service, to change occupancy or to change account responsibility. The Customer in whose name the service is being rendered shall be responsible for all telephone services provided and/or consumed up to the scheduled date of service discontinuation.

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

The Customer's termination liability for cancellation of service shall be equal to:

- 2.8.1 all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- 2.8.2 any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- 2.8.3 all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation; minus
- 2.8.4 a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

2.9.1 to any subsidiary, parent company or affiliate of the Company; or

2.9.2 pursuant to any sale or transfer of substantially all the assets of the Company; or

2.9.3 pursuant to any financing, merger or reorganization of the Company.

2.10 Notices and Communications

2.10.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.10.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.10.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.10.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.11 Customer Complaints

The Company will make a full and prompt investigation of all service complaints made by its Customers, either directly or through the Commission. The Company will respond to the complainant and/or the Commission representative within 5 working days as to the status of the Company's investigation of the complaint. The Company will notify the complainant and/or the Commission representative of the final disposition of each complaint. Upon request of the complainant or the Commission representative, the Company will report the findings of its investigation in writing.

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SECTION 3.0 - SERVICE AREAS

3.1 Extended and Expanded Area Calling Services

Extended and Expanded Area Calling Service allows the Customer to make calls to specific NXX codes within designated exchanges outside the Customer's Local Calling area without paying intraLATA toll rates. The Customer is billed per call according to the duration of the call. the Company may mirror all existing extended and expanded calling areas the ILEC currently has in place for facilities-based or resold services, or establish unique extended and expanded area calling services.

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SECTION 4.0 SERVICE DESCRIPTIONS AND CHARGES

4.1 General Regulations

- 4.1.1 Line Connection Charge - A nonrecurring charge for performing any of the operations associated with the connection of the network access line and a network interface.
- 4.1.2 Network Wiring Charge - A one time charge consisting of a time sensitive network wiring charge required to perform Customer requested work on the Customer's premises, except work required to establish or reestablish network access.
- 4.1.3 Service Establishment and Change Charges apply in addition to all other rates and charges for services provided by the Company.
- 4.1.4 The charges specified in this section contemplate work being performed by the Company during the usual working hours on normal working days. When, at the specific request of the Customer or applicant for service, work is performed at other times, either for the convenience of the Customer or applicant for service or for other reasons not under the control of the Company, the expense incurred by the Company in excess of the normal expense of such work, when performed during usual working hours on normal working days, may be billed to the Customer or applicant for service, in addition to the charges otherwise applicable.

4.2 Nonrecurring Charges

4.2.1 Application of NRCs to Establish Services

Except where otherwise specified in this Section 4.2.1, the same nonrecurring charges apply to residence, non-residence and semi-public service.

SECTION 4.0 SERVICE DESCRIPTIONS AND CHARGES, (CONT'D.)

4.2 Nonrecurring Charges (Cont'd)

4.2.1 Application of NRCs to Establish Services (Cont'd)

A. Exchange Service

The following charges are applicable to each individual exchange service being established:

		Complex		Simple	
		Residence	Non-Residence	Residence	Non-Residence
a.	Local Exchange Service				
-	Service Ordering Charge, per location, per occasion	\$17.65	\$15.85	\$17.65	\$25.50
-	Central Office Connection Charge, per termination	8.25	17.00	8.25	13.00
-	Line Connection Charge, per termination	10.60	16.50	10.60	24.35
b.	Semi-Public Service				
-	Service Ordering Charge, per location, per occasion	-	-	-	48.60
-	Central Office Connection Charge, per termination	-	-	-	13.00
-	Line Connection Charge, per termination (includes installation of)	-	-	-	63.00
c.	Centrex Stations and Terminations, Exhibition Hall Stations, Airport Switching System Stations	-	-	-	-
-	Service Ordering Charge, per location	-	46.80	-	-
-	Central Office Connection Charge, per station termination	-	1.75	-	-
-	Line Connection Charge, per station termination	-	3.35	-	-

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SECTION 4.0 SERVICE DESCRIPTIONS AND CHARGES, (CONT'D.),

4.2 Nonrecurring Charges (Cont'd)

4.2.1. Application of NRCs to Establish Services (Cont'd)

B. Miscellaneous Service or Features

		Complex		Simple	
		Residence	Non-Residence	Residence	Non-Residence
		Maximum Charge	Maximum Charge	Maximum Charge	Maximum Charge
		\$15.90	\$15.90	\$18.50	\$18.50
	The above charge applies per individual exchange service, per occasion to the following:				
a.	Custom Calling Service and Advanced Custom Calling Service (other than Calling Party Number Blocking or Call Trace)				
	Note: The absence of an NRC for any specific service does not imply the waiver of appropriate NRCs for other concurrently installed services.				
-	to establish one or more Customer or advanced Customer calling feature(s)				
		7.95	7.30	6.00	7.30
	The above charge applies per individual service, per occasion to the following:				
b.	Custom Calling Service and Advanced Custom Calling Service				
-	to establish one or more custom calling feature(s)				

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SECTION 4.0 SERVICE DESCRIPTIONS AND CHARGES, (CONT'D.)

4.2 Nonrecurring Charges (Cont'd)

4.2.1. Application of NRCs to Establish Services

B. Miscellaneous Service or Features (Cont'd)

Central Office Optional Line Features

- a. Easy Call
- b. Message Waiting Tone
- c. Billed Number Screening Service

C. Directory Service

	The following NRC applies to establish each of the following:				
		Complex		Simple	
		Residence	Non-Residence	Residence	Non-Residence
		Maximum Charge	Maximum Charge	Maximum Charge	Maximum Charge
a.	Transfer of Toll Charge Service	\$83.10	\$83.10	\$19.60	\$19.60
		Complex		Simple	
		Residence	Non-Residence	Residence	Non-Residence
b.	Emergency Message Referral for Private Listing Service	17.90	17.90	9.80	9.80

D. Connecting Arrangements

	The following NRC applies to establish each of the following:				
		Complex		Simple	
		Residence	Non-Residence	Residence	Non-Residence
		-	-	5.50	5.50

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SECTION 4.0 SERVICE DESCRIPTIONS AND CHARGES, (CONT'D.)

4.2 Nonrecurring Charges (Cont'd)

4.2.1 Application of NRCs to Establish Services (Cont'd)

E. Directory Service

		Complex		Simple	
		Residence	Non-Residence	Residence	Non-Residence
a.	Transfer of Toll Charge Service	\$41.55	\$41.55	\$9.80	\$9.80

F. Remote Call Forwarding

	The following charge applies per feature:				
		Complex		Simple	
		Residence	Non-Residence	Residence	Non-Residence
		\$56.25	\$56.25	-	-

G. Intercom Calling Service

	The following charge applies per individual exchange service to establish Intercom Calling Service:				
		Complex		Simple	
		Residence	Non-Residence	Residence	Non-Residence
		\$11.25	\$11.25	-	-

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SECTION 4.0 SERVICE DESCRIPTIONS AND CHARGES, (CONT'D.)

4.2 Nonrecurring Charges (Cont'd)

4.2.1 Application of NRCs to Establish Services (Cont'd)

H. Expense Incurred Option for Equipment

On relocations of service to noncontinuous property locations within territory served by the Company, in lieu of paying all applicable establishment, nonrecurring and termination charges, a Customer with equipment for which the initial contract period is six months or more, may elect to pay the expense incurred for relocation of such equipment, subject to the following regulations:

1. The existing equipment involved will be moved from the existing location to the new location with the understanding that the Customer will not have continuous service at such locations.
2. A new contract period will not apply when the equipment is established at a new location. Only the unexpired portion of any existing contract periods will continue at the new location

4.2.2 Application of NRCs for Changes

The charges for changes should not exceed the charges that would apply if the same services or equipment were removed and re-established.

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SECTION 4.0 SERVICE DESCRIPTIONS AND CHARGES, (CONT'D.)

4.2 Nonrecurring Charges (Cont'd)

4.2.2 Application for Nonrecurring Charges (Cont'd)

A. Exchange Service Changes

Except as set forth in the following, the nonrecurring charge, in the amount specified below, applies for changes in type or grade of service, as listed below:

		Complex		Simple	
		Residence	Non-Residence	Residence	Non-Residence
	Local Exchange Service				
a.	One way to two way, vice versa	\$28.85	\$41.55	-	-
b.	One or two way to combination, vice versa	28.85	41.55	-	-

B. Miscellaneous Service or Feature Changes

		Complex		Simple	
		Residence	Non-Residence	Residence	Non-Residence
		\$7.95	\$7.30	\$6.00	\$7.30
	The above nonrecurring charge applies per individual exchange service to the following:				
a.	Custom Calling Service and Advanced Custom Calling Service				
-	To change one or more custom or advanced custom calling feature(s)				

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SECTION 4.0 SERVICE DESCRIPTIONS AND CHARGES, (CONT'D.)

4.2 Nonrecurring Charges (Cont'd)

4.2.2 Application for Nonrecurring Charges (Cont'd)

B. Miscellaneous Service or Feature Changes (Cont'd)

		Complex		Simple	
		Residence	Non-Residence	Residence	Non-Residence
b.	Central Office Optional Line Features	TBD	TBD	TBD	TBD
-	Easy Call				
-	Message Waiting Tone				

C. Directory Services

The charge below applies to each of the following changes:

		Complex		Simple	
		Residence	Non-Residence	Residence	Non-Residence
a.	Change from listed to private or semi-private listing service or from semi-private to private listing service	\$17.90	\$17.90	\$ 9.80	\$ 9.80
b.	Discontinue emergency message referral for private listing service	17.90	17.90	9.80	9.80

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SECTION 4.0 SERVICE DESCRIPTIONS AND CHARGES, (CONT'D.)

4.2 Nonrecurring Charges (Cont'd)

4.2.2 Application for Nonrecurring Charges (Cont'd)

C. Directory Services (Cont'd)

The charge shown below applies to each of the following changes:

		Complex		Simple	
		Residence	Non-Residence	Residence	Non-Residence
c.	Change transfer of toll charge service	\$41.55	\$41.55	\$ 9.80	\$9.80

D. Number Changes

		Complex		Simple	
		Residence	Non-Residence	Residence	Non-Residence
	Change charge	\$28.85	\$41.55	\$31.15	\$31.15

The above charge applies for each change of a number at the request of a Customer as shown below:

- Individual Exchange Service
- Present number in one number dialer
- Remote call forwarding

No charge applies for a change in number

- initiated by the Company;
- made to clear service problems such as excessive wrong number calls, excessive calls for previous Customers to that number, etc.; or
- made on a temporary basis in order to stop abusive, harassing, or threatening calls, provided that such calls had been previously reported to the Company.

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SECTION 4.0 SERVICE DESCRIPTIONS AND CHARGES, (CONT'D.)

4.2 Nonrecurring Charges (Cont'd)

4.2.2 Application for Nonrecurring Charges (Cont'd)

E. Class of Service Change

For each change of a class of service at the request of a Customer, the following nonrecurring charge applies:

		Complex		Simple	
		Residence	Non-Residence	Residence	Non-Residence
a.	Residence to non-residence	\$17.90	-	\$31.15	-
b.	Non-residence to residence	-	\$41.55	-	\$31.15

Note: The charge for a number change does not apply if required on a class of service change.

F. Assignment or Transfer of Service

		Complex		Simple	
		Residence	Non-Residence	Residence	Non-Residence
	Nonrecurring Charge	\$17.90	\$41.55	\$9.80	\$9.80

*Does not apply for assignment or transfer of residence service to another individual who is a member of the same family.

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SECTION 4.0 SERVICE DESCRIPTIONS AND CHARGES, (CONT'D.)

4.2 Nonrecurring Charges (Cont'd)

4.2.2 Application for Nonrecurring Charges (Cont'd)

G. Intercom Calling Service

To change to or from Intercom Calling Service subsequent to the initial installation, per exchange service.

		Simple	
		Residence	Non-Residence
		Maximum Charge	Maximum Charge
	Change Charge	\$22.50	\$22.50

H. Multi-Ring Service

		Simple	
		Residence	Non-Residence
		Maximum Charge	Maximum Charge
	Company change of Call Forwarding option, as required, when combined with Multi-Ring Service or change of the additional multi-ring number (no charge applies within the first 60 days after service establishment), per exchange service, per occasion	\$18.50	\$18.50

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SECTION 4.0 SERVICE DESCRIPTIONS AND CHARGES, (CONT'D.)

4.2 Nonrecurring Charges (Cont'd)

4.2.2 Application for Nonrecurring Charges (Cont'd)

I. Central Office Local Area Network (C.O. LAN)

The following charge is applicable for changes or additions when:

- A simple and/or complex port rearrangement is the only work to be performed

Charge, per location, per occasion:

Nonrecurring Charge
\$15.00

- C. O. LAN Service is added subsequent to the establishment of access service, or as otherwise specified in this tariff

Charge, per location, per occasion:

Nonrecurring Charge
\$15.00

J. Multi-Ring Service

Company change of Call Forwarding option, as required, when combined with Multi-Ring Service or change of the additional multi-ring number (no charge applies within the first 60 days after service establishment), per exchange service, per occasion

Simple	
Residence	Non-Residence
\$9.25	\$9.25

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SECTION 4.0 SERVICE DESCRIPTIONS AND CHARGES, (CONT'D.)

4.3 Network Wiring Charge

The NWC applies when a premises visit is made at the request of a Customer for the sole purpose of converting non-modular termination points to a network interface.

For any work charges not provided for in this or other applicable tariffs, the Customer is charged the estimated cost to be incurred, unless otherwise specified.

Should the Customer request that the location of the network interface be other than that designated by the Company, the NWC charges will apply for the additional work required.

Should the Customer request that a network interface other than the standard be placed at the NI location, the NWC and nonrecurring charge for the requested jack apply .

4.3.1 Non-Application of Network Wiring Charge

- A. Non NWC applies for the following Customer initiated requests providing work is limited to that specified below.
 - 1. Complete termination of service. (Includes disconnections initiated by The Company.)
 - 2. Disconnection or removal of equipment.
- B. No NWC applies for any work at the Customer's premises which may be required in connection with those changes for which no S&E charges apply under the provisions of paragraph 4.3.1 preceding.
 - 1. First 15 minutes or fraction thereof of billable premises work - \$25.00
 - 2. Each additional 15 minutes or fraction thereof billable premises work-\$10.00

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SECTION 4.0 SERVICE DESCRIPTIONS AND CHARGES, (CONT'D.)

4.4 Damage/Destruction

In the event of damage to or destruction of a Customer's premises by fire, flood or other like disaster, no Service Establishment and Change Charges will apply to the reestablishment on the same continuous property of the same (or less) service furnished to such Customer prior to such damage or destruction.

4.5 Network Interface Jack Charges

4.5.1 Indoor Jacks

			Nonrecurring Charges	USOC
1.	Miniature Modular Jack (See Note)		4.75	RJ11C
	Note: The nonrecurring charge for a miniature modular jack does not apply when provided at simple residence and non-residence as a Network Interface.			
2.	Series Jack		43.85	RJ3
3.	Miniature ribbon connector (female) jack		43.85	RJ2
4.	Data Jacks			
	a.	Programmed	34.60	RJ45S
	b.	Universal	38.05	RJ41S
	c.	Multiple line data jack for use with both fixed loss loop and programmable data equipment:		
	(1)	Multiple line data jack common equipment for up to eight lines	144.95	RJ26X
	(2)	Line circuit card (See Note)	21.80	RJ26S
	(3)	Wall mounting with cover	35.40	RJM3X
	(4)	Rack Mounting	28.85	RJM4X
	Note: One line circuit card is required for each line connected to the multiple line data jack common equipment.			

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4.5 Network Interface Jack Charges (Cont'd)

4.5.2 Outdoor Jacks

			Maximum Nonrecurring Charges	USOC
1.		Outdoor jack, including Company provided outdoor housing and cover plate	43.30	JKT

4.5.3 Movable Premises Equipment

			Nonrecurring Charges	USOC
1.		Equipment for on trains and commercial vessels		
	a.	Jack	87.70	JK3
2.		Equipment for s on pleasure craft and in trailers		
	a.	Jacks for use with s on movable premises or equipment such as pleasure craft and trailers are furnished subject to the charges for outdoor type jacks	21.65	JKT
3.		Equipment for s on trains and commercial vessels	43.85	JK3

Note: The nonrecurring charges specified for jacks in 4.5.1, 4.5.2 and 4.5.3 preceding do not apply for re-use jacks in place, whether by the same or a different Customer

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4.6 Restoral of Service Charges

4.6.1 Application of Nonrecurring Charges for Restoral of Service Complex Simple

		Complex		Simple	
		Residence	Non-Residence	Residence	Non-Residence
1.	Service restored after temporary denial but prior to completion of order to discontinue service, per service or system				
	Restoral charge	\$26.55	\$26.55	\$32.30	\$32.30
2.	Service restored after temporary suspension				
	Restoral charge	62.30	75.85	33.55	33.55
3.	Service restored after temporary interception				
	Restoral Charge	62.50	87.70	33.55	33.55

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SECTION 4.0 SERVICE DESCRIPTIONS AND CHARGES, (CONT'D.)

4.7 Monthly Exchange Services

Exchange Service is the furnishing of facilities necessary for communicating within specified exchange areas. Service is comprised of three components - network access line, central office termination and usage. There are two classes of service, Non-Residence and Residence.

Except where otherwise provided the monthly rates in this paragraph 1 cover the access line and central office termination for the types and classes of exchange service listed.

4.7.1 Network Access Lines

Monthly rates for network access lines are determined by class of service and by access area. The Customer's normal serving central office determines the applicable access area rate.

4.7.2 Central Office Termination

Furnishes dial tone along with a termination for the network access line to the serving central office for the placing and receiving of calls.

Description	Monthly Rate			
	Access Area	Network Access Line	Central Office Termination	Total Monthly Rate
Non-Residence				
-Non-Rotary	A	Future Use	-	-
With Touch-Tone	B	\$15.95	\$2.30	\$18.25
	C	17.95	2.30	20.25
	D	20.45	2.30	22.75
-Rotary or	A	Future Use	-	-
-PBX Trunk	B	15.95	6.00	21.95
With Touch-Tone	C	17.95	6.00	23.95
	D	20.45	6.00	26.45

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SECTION 4.0 SERVICE DESCRIPTIONS AND CHARGES, (CONT'D.)

4.7 Monthly Exchange Services (Cont'd)

4.7.2 Central Office Termination (Cont'd)

<u>Description</u>	<u>Monthly Rate</u>			
	<u>Access Area</u>	<u>Network Access Line</u>	<u>Central Office Termination</u>	<u>Total Monthly Rate</u>
Non-Residence				
-Non-Rotary	A	-	-	-
Without Touch-Tone	B	\$15.95	\$2.30	\$18.25
	C	17.70	2.30	20.00
	D	17.70	2.30	20.00
-Rotary or	A	-	-	-
-PBX Trunk	B	15.95	6.00	21.95
Without Touch-Tone	C	17.70	6.00	23.70
	D	17.70	6.00	23.70
Residence				
- Individual	A	Future Use	-	-
With Touch Tone	B	4.40	2.30	6.70
	C	4.40	2.30	6.70
	D	4.40	2.30	6.70
-PBX Trunk	A	Future Use	-	-
With Touch-Tone	B	15.95	6.00	21.95
	C	17.95	6.00	23.95
	D	20.45	6.00	26.45
-Individual	A	-	-	-
Without Touch-Tone or USA Customer	B	4.40	2.30	6.70
	C	4.40	2.30	6.70
	D	4.40	2.30	6.70
-PBX Trunk	A	-	-	-
Without Touch-Tone	B	15.95	6.00	21.95
	C	17.70	6.00	23.70
	D	17.70	6.00	23.70

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SECTION 4.0 SERVICE DESCRIPTIONS AND CHARGES, (CONT'D.)

4.7 Monthly Exchange Services (Cont'd)

4.7.3 Non-Residence Network Access Line Quantity Discounts

With a minimum commitment of 36 months, quantity discounts are available based upon the volume of network access lines required by a Customer at a single location.

In the event that a Customer terminates any or all the service during the commitment period, the Customer will remain liable for the remaining charges adjusted to their net present worth equivalent using the interest rate specified in Section 2.5.4.0. These charges will become due and payable in their entirety immediately upon such termination.

Commission approval of the above termination liability language is not intended to indicate that the Commission has sanctioned any particular legal result should a dispute arise between the parties. In the event of a dispute, the signatories may pursue any legal remedies they deem appropriate to resolve the dispute.

	Monthly Rate per Network Access Line			
	Access Area			
Description	A	B	C	D
Access Line Quantities				
48 – 95		\$15.15	\$16.95	\$19.25
96 – 199	For	14.35	15.95	18.05
200 – 293	Future	13.55	14.95	16.85
294 – 387	Use	12.75	13.95	15.65
388 – 579		11.95	12.95	14.45
580 – above		11.80	11.95	13.25

In addition to the above rates, end user access line charges are applicable.

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SECTION 4.0 SERVICE DESCRIPTIONS AND CHARGES, (CONT'D.)

4.7 Monthly Exchange Services (Cont'd)

4.7.4 Local Exchange Usage

Four types of local exchange usage are available: measured, minute line, message and flat.

A. Measured Rate Services

The local usage charges are based upon four measured elements, i.e., the total number of outgoing local messages, the distance and the duration of each local message and the time of day each local message is originated, subject to the following:

1. Distance

The charges for local messages vary based on the airline distance (i.e., rate mileage) between the rate centers of the central offices serving the calling and called stations, determined in the same manner as message toll rate distances.

2. Duration

- A charge applies for the initial minute, or fraction thereof, and for each additional minute, or fraction thereof.

- A local message is considered as starting at the time communication is established between the calling station and the called number.

- Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by the automatic timing equipment in the network.

- Chargeable time does not include time lost because of faults or defects in the service.

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SECTION 4.0 SERVICE DESCRIPTIONS AND CHARGES, (CONT'D.)

4.7 Monthly Exchange Services (Cont'd)

4.7.4 Local Exchange Usage (Cont'd)

3. Time of day

Discounts apply to the total charges for local messages during certain time periods as outlined below:

	Time Periods
No discount	8:00 AM to 9:00 PM* - Monday through Friday
50% discount	9:00 PM to 8:00 AM* - Monday through Friday
	(All day Saturday, Sunday and Holidays)

*To, but not including:

- The holidays on which a 50% discount applies are Christmas Day December 25), New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day and Labor Day, or on resulting legal holidays when Christmas, New Year's or Independence Day legal holidays fall on dates other than December 25, January 1 or July 4 respectively.

- In cases where a local message begins in one time period and ends in another, the charges in effect at the time the message starts apply to the entire message.

Note: The charges for local message usage are based on summary billing for such usage by mileage step, initial period calls and total additional minutes of usage per mileage step. The charges will also be separated by time period. Special billing of local message charges requiring the assistance of a Company operator will not be provided.

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SECTION 4.0 SERVICE DESCRIPTIONS AND CHARGES, (CONT'D.)

4.7 Monthly Exchange Services (Cont'd)

4.7.4 Local Exchange Usage (Cont'd)

B. Local Message Charge Schedule

Rate Mileage	Initial Minute or Fraction Thereof	Additional Minute or Fraction Thereof
0 – 10	\$.0353	\$.0088
11 – 12	.0397	.0132
23 and over	.0442	.0177

4.7.5 Message Rate Services

Message Rate Service consists of fixed monthly rate for usage packages which include a monthly local usage allowance in the monthly rate. Each local call is charged on a message unit basis and an additional charge is made for local messages in excess of the allowance. The allowance, if not used during one month, is not credited to the Customer's account for any other month that service is provided.

Note: Access Line Monthly Rates now appear in Paragraphs 1.A. and B.

Description	Usage Package Monthly Rate
Non-Residence Touch Tone	\$ 6.15
Non-Residence Rotary	6.15
Non-Residence PBX Trunk	10.00
Residence Individual	2.21

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SECTION 4.0 SERVICE DESCRIPTIONS AND CHARGE, (CONT'D.)

4.7 Monthly Exchange Services (Cont'd)

4.7.5 Message Rate Services, (cont'd.)

A. Local Message Allowances and Charges

1. The monthly rates for usage packages associated with message rate services include the number of local messages specified below:

- a. All non-residence, per usage package \$0.73
- b. Residence Individual, per usage package \$0.30
- c. The charge per additional local message \$0.08
- d. "Schools" as used herein is limited to those institutions which are chartered by the State Board of Education.

Note: The allowances and charges for message rate services apply to schools, except, that no charges will apply for total local messages in excess of the usage package for the following, each month:

Non-Residence Touch-Tone and Rotary	190
Non-Residence PBX Trunk	415
Centrex stations, each	55

Note: This provision is not applicable to non-residence service used for Customer-owned, coin-operated s, either located on school property, or owned, leased, rented, operated or controlled by a school board or other educational institution. The above exception applies only where the local exchange service is used by schools for administrative purposes and where all s associated with such local exchange service are located in areas not accessible to the general public.

2. Unless otherwise requested by the Customer, where two or more message rate services of the same class and grade are furnished to a Customer from the same central office at given premises, the local message allowance for the service involved is combined and the total usage of all lines applied against this combined allowance.

3. When two message rate individual services, not of the same class are furnished to a Customer as Combination Main Station Service, the local message allowance for the two services involved must be combined if the central office serving such services does not permit positive identification of the call station.

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SECTION 4.0 SERVICE DESCRIPTIONS AND CHARGES, (CONT'D.)

4.7 Monthly Exchange Services (Cont'd)

4.7.6 Flat Rate Service

Flat Rate service consists of a usage package that includes an unlimited number of local messages.

A. Rates and Charges

Note: Access Line Monthly Rates now appear in Paragraphs 1.A and B.

Description	Usage Package Monthly Rate
Non-Residence PBX Trunk	\$ 8.95
Residence Individual	\$ 7.55

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SECTION 5.0 - APPLICATION OF RATES

5.0 Application of Residence and Non-Residence Rates

5.1 Residence Rates

Service is classified and charged for as residence service:

- 5.1.1 At all residence locations only where the primary use of the service is of a social or domestic nature, where non-residence use, if any, is solely incidental to the primary social or domestic use, and where a residence type listing is furnished.
- 5.1.2 In churches, provided the use of the service is confined to the activities of the particular church subscribing for the service.
- 5.1.3 When furnished to dormitories and residence halls of colleges, universities, and other residence schools, and to fraternity and sorority houses, provided such locations are used by students and student members as their residences.
- 5.1.4 When furnished at any location as an access to a repeater control and/or autopatch facility of a bonafide amateur radio operator, organization or society duly licensed as a primary station by the Federal Communications Commission as an amateur radio station pursuant to FCC Part 97, Section 5 [47 CFR Section 97.5] or any successor regulation. The Company may request a copy of the amateur radio station license prior to the installation of service.
- 5.1.5 The Company will provide residence trunk lines which terminate in a PBX (or similar) system of a college, university or other residence school (a) used solely by the students or student members described in 1-c, preceding, or (b) used by such college, university or other residence school for residence and administrative purposes, providing the non-residence and residence trunks are physically segregated so that the trunks classified as residence can only be accessed by the students or student members described in 1-c, preceding. The Company reserves the right to inspect the premises of the college, university or other residence school to assure compliance with the provisions of this paragraph, in accordance with the Ownership and Use of Facilities.

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SECTION 5.0 - APPLICATION OF RATES, (CONT'D.)

5.2 Non-Residence Rates

Service is classified and charged for as non-residence at all non-residence locations, and at any residence locations where the use is not primarily or substantially of a social or domestic nature.

When it is determined that a Customer is using residence service in such a manner that is should be classified and charged for as non-residence service, the Company will discontinue the service of such Customer in the event he refuses to permit his service to be classified as non-residence service and pay the applicable non-residence rates.

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SECTION 6.0 - SERVICE FEATURES

6.1 Call Blocking

6.1.1 Description

Call blocking is an optional service which provides residence and non-residence Customers and Information Providers (Sponsors) with the capability to block the origination of direct dialed calls to all Sponsor Priced Audiotex Service (SPAS) or 976 provided by the Company and all other 976-like services including, but not limited to 900 special access services, whether provided by the Company or others.

6.1.2 Regulations

- A. Call blocking will be provided only where the Company's central office can be feasibly modified to provide the service and where facilities and conditions permit.
- B. Call blocking will be permitted from all residence and non-residence exchange services and PBX lines and Centrex station lines.
- C. Call blocking is available only on Customer-dialed station-to-station calls.
- D. Call blocking is available only for all SPAS and 900 special access services and not for specific programs.
- E. Call blocking may be requested by sponsors to prohibit access to 976/976-like services after notification by the Company that a residence or non-residence Customer is delinquent in payment of calls to the sponsor's programs. Upon proof by the Customer of payment or other satisfactory resolution of his or her residence or non-residence account, or upon notice by the sponsor, sponsor requested blocking will be removed by the Company.
- F. Residence and non-residence Customers obtaining service at a new location shall be afforded blocking of all SPAS and 900 special access services at no charge, even if they exercised an option to block all SPAS and 900 special access services at a previous location at no charge.
- G. The Company may impose blocking on residence and non-residence Customers, who have incurred but not paid, SPAS, 900 special access or other 976-like service charges, which are not subject to bona fide dispute.

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.1 Call Blocking (Cont'd)

6.1.3 Residence and Non-Residence Customer Requested Call Blocking

- A. The following rates and charges will be waived for the initial establishment of call blocking. These charges will apply to any subsequent requests for blocking.

		Nonrecurring Charges	USOC
a.	Residence Service		
	Call blocking, per service	\$ 9.30	RTVXN
b.	Non-Residence Service		
	Call blocking, per individual	\$ 9.30	RTVXN
c.	Centrex Service		
	Call blocking Centrex stations	\$41.55	RTVXN

B. Sponsor Requested Call Blocking

The following rates and charges are applicable to sponsor requested call blocking.

		Nonrecurring Charges	USOC
a.	Residence Service		
	Call blocking, per request, per service	\$ 60.00	NR9CB
b.	Non-Residence Service		
	Call blocking per request, per individual or trunk or WATS service	\$60.00	NR9CB
c.	Centrex Service		
	Call blocking, per request, per Centrex system	\$60.00	NR9CB

* Additional codes appear in departmental practices.

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.2 Toll Restriction

6.2.1 Regulations

- A. Toll restriction is a central office service arrangement whereby calls dialed over an individual residence exchange service or a non-residence exchange service or a PBX trunk, to other than the local service area, are either automatically routed to the Customer's attendant position or the calling person receives an announcement.
- B. Toll restriction will be provided, where facilities permit, subject to the following:
 - 1. Toll restriction will not allow 1+, 0+, 0-, 10-XXX, 900 service code, or 700 code toll calls.
 - 2. Toll restricted services will not have dial access to Company operators, except for Directory Assistance.
 - 3. Toll restriction does not provide restriction of 411 calls, or nonchargeable calls to numbers such as public emergency service 911, or 950 calls. Calls to 800 service will be permitted only from residence service.
- C. Subscribing to toll restriction does not relieve Customers of responsibility for calls charged to their number(s).
- D. Toll restriction will not be provided on Public, Semi-Public, or COCOT service.
- E. The Company shall not be liable to the Customer or any other person or entity for damages of any nature or kind arising out of, resulting from, or in connection with the provision of the service, including without limitation, the inability to access the operator or any non toll free number for any purpose.

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.2 Toll Restriction (Cont'd)

6.2.2. Rates and Charges

The following rates and charges apply to toll restriction service and are in addition to all other rates and charges applicable to the associated service.

	Nonrecurring Charge Maximum	Monthly Rate Maximum	USOC
Toll Restriction, per individual residence service	\$ 24.00	\$ 8.00	RTVX5
Toll restriction, per individual non-residence service or PBX trunk equipped	36.90	73.80	KXT

Note: The toll restriction charge will not apply to those residential Customers: 1) who elect toll restriction in lieu of a deposit, 2) who elect toll restriction while making payments for a final bill, or 3) who elect payment arrangements and toll restriction in lieu of denial.

<u>Nonrecurring Charge</u>	<u>Monthly Price</u>
\$12.00	\$ 3.00
\$24.40	\$ 51.70

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.3 Billed Number Screening Service

6.3.1 Description

Billed Number Screening Service is an arrangement which prevents the charging of collect and/or third number billed calls to a Customer's number.

6.3.2 Regulations

The Company makes no guarantee and assumes no liability arising out of the use or misuse of Billed Number Screening Service by any other entities, including, but not limited to, Interexchange Carriers. The Company is fully responsible for calls charged to numbers, which should have been prevented by Billed Number Screening Service, that originate and terminate within the Company's service territory, and are not carried over any other carrier's network or facilities.

Billed Number Screening Service is offered subject to the availability of suitable facilities.

The service is offered to residence and non-residence individual lines, trunk lines, Customer-owned coin-operated (COCOT) lines and Centrex lines.

The following options are available with Billed Number Screening Service. Option 1 is the only available option to Customer-Owned, Coin Operated (COCOT) lines.

Option 1 - No Collect or Third Number Billing, per line screened

Option 2 - No Third Number Billing, per line screened

Option 3 - No Collect Billing, per line screened

6.3.3 Rates and Charges

A Service and Equipment Charge is applicable as shown in this tariff when Billed Number Screening is installed subsequent to the initial establishment of the line(s) with which it is associated.

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.4 Selective Call Screening Service

6.4.1. Description

Selective Call Screening is an arrangement designed to restrict certain types of billing from a line which originates a call. The screening is designed to inform the operator services provider about special characteristics associated with the line. Under this arrangement, the operator services provider processes the operator-assisted, and/or operator-handled, and/or automated operator-assisted originating call so that call will conform to one of the allowable types of billing, which could be those which conform only to billing as collect, billed to a third number, or billed to a calling card.

6.4.2 Regulations

The Company assumes no liability for calls completed by any other entity or carrier or operator services provider as long as the screening code accompanies the call forwarded to the other entity.

The Company is responsible for properly handling calls which are selectively screened and are not carried over any other entity's network or facilities.

Selective Call Screening Service is offered subject to the availability of suitable facilities and equipment.

The service is offered to residence and non-residence exchange services, PBX trunks and Customer-owned coin-operated (COCOT) service. Centrex Customers are covered in the Catalog.

Customers subscribing to Selective Call Screening Service are responsible for all toll charges billed to their lines for calls which are not carried solely over the Company's facilities.

Selection Call Screening Service will be provided at no charge to Customer-owned coin-operated (COCOT) Customers.

SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.4 Selective Call Screening Service (Cont'd)

6.4.3 Rates

The following rates and charges apply to Selective Call Screening Service and are in addition to all other charges as specified elsewhere in the Company's tariffs.

	<u>Monthly Rate</u>	<u>USOC</u>
Selective call screening, per line	\$ 5.20	TBD

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.5 International Call Blocking Service

6.5.1 Description

International Call Blocking Service is an optional central office service arrangement whereby direct-dialed international calls will be routed to the Customer's attendant position or to an announcement.

6.5.2 Regulations

International Call Blocking Service is offered subject to the availability of suitable facilities and is limited to central offices specifically equipped to provide this service.

International Call Blocking Service will provide blocking of IDD 011+ and 101XXXX-011+ calls.

Subscribing to International Call Blocking Service will not relieve Customers of the responsibility for international calls charged to the number(s) associated with a restricted access line(s).

This service is offered to residence and non-residence individual lines, trunk lines and Customer-owned, coin-operated (COCOT) lines.

6.5.3 Charges

The following charge applies to International Call Blocking Service and is in addition to all other charges as specified elsewhere in the Company's tariffs.

<u>Description</u>	<u>Nonrecurring Charge</u>
Per line or Trunk	\$ 3.50

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.6 Home Services Packages

6.6.1. Description

Home Services Packages offer residence Customers combinations of services including a network access line, local call plan, an intraLATA calling plan, Custom Calling, Advanced Custom Calling, and Complementary Network Services at a package rate.

6.6.2 Definitions

The Home Services Packages include the following services as indicated:

Basic Value Package

Call Waiting
Three Way Calling
Call Forwarding
Repeat Dialing

Value Plus Package

Call Waiting
Three Way Calling
Call Forwarding
Repeat Dialing
Caller ID
Caller ID with Name

All packages require the purchase of a Residence Individual Network Access Line with Flat Rate Usage Service at the existing rate.

The Home Services Packages include the following services as indicated:

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.6 Home Services Packages (Cont'd.)

6.6.2 Definitions (Cont'd)

Best Value Package

Call Waiting

Three Way Calling

Call Forwarding

Repeat Dialing

Caller ID

Caller ID with Name

Message Waiting Indicator

Alternate Answering

Busy Line Transfer

Optional Additional Feature:

Star Code Access To Voice Mail

All packages require the purchase of a Residence Individual Network Access Line with Flat Rate Usage Service at the existing rate.

When Best Value Package is purchased with the Anytime Rate Calling Plan, the monthly price associated with the Anytime Rate Calling Plan does not apply.

6.6.3 Terms and Conditions

- A. Home Services Packages are available to new residence Customers and existing residence Customers who upgrade their service to include a package.
- B. Residence Customers currently subscribing to all services in an Home Services Package may request billing at the package price.
- C. Only one Home Services Package is allowable per line.
- D. In addition to the rates noted in Section 6.6.4 below, End-User Common Line (EUCL) charges are applicable.
- E. Home Services Packages are not available with PBX or Dormitory Centrex Services.

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.6 Home Services Packages (Cont'd.)

6.6.4 Prices

The rates specified for the Home Services Packages are in addition to applicable Service Connection Charges for the establishment of network access lines. No Service Charges are applicable when existing residence network access line Customers add services, other than network access lines, to establish Home Services Packages.

A. Service Elements

Access Area	TBD
Maximum Monthly Price	TBD
Description A B C	TBD
Basic Value Package	TBD
Value Plus Package	TBD
Best Value Package	TBD

B. Other Applicable Charges and Payments

1. References	TBD
2. Service Reference	TBD
3. Flat Rate Usage Service	TBD
4. End-User Common Line Charges	TBD

All packages require the purchase of a Residence Individual Network Access Line with Flat Rate Usage Service at the existing rate.

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.6 Home Services Packages (Cont'd.)

6.6.4 Prices, (cont'd.)

C. Pricing List

The rates specified for the Home Services Packages are in addition to applicable Service Connection Charges for the establishment of network access lines. No Service Charges are applicable when existing residence network access line Customers add services, other than network access lines, to establish Home Services Packages.

Service Elements	TBD
Access Area	TBD
Monthly Price	TBD
Description A B C	TBD
Basic Value Package	TBD
Value Plus Package	TBD
Best Value Package	TBD

All packages require the purchase of a Residence Individual Network Access Line with Flat Rate Usage Service at the existing rate.

When Best Value Package is purchased with the Anytime Rate Calling Plan the monthly price associated with the Anytime Rate Calling Plan does not apply.

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.7 Universal Emergency Number Service - 911

6.7.1 Description

- A. Universal Emergency Number Service/911 Telecommunications Service (911), is a exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the Customer may receive calls dialed to the number 911. The 911 Service includes lines and central office features necessary to provide the capability to answer, transfer and dispatch public emergency calls originated by persons within the central office areas arranged for 911 calling.
- B. When requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal number "911" for the use of Public Safety Answering Points (PSAPs) engaged in assisting local governments in the protection and safety of the general public. Use of the 911 number will provide each caller with access to the appropriate local PSAP.
- C. The 911 Customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated. The Customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to calls from the public for emergency police, fire or other emergency services within the Central Office areas arranged for 911 calling.
- D. 911 Service provides for routing all 911 calls originated by s having numbers beginning with a given central office prefix code or codes to a PSAP which is prepared to receive those calls. Each 911 Service classification has certain inherent features and optional features which may or may not be available with other 911 Service classifications.

- E. 911 Service may be classified as follows:

Enhanced 911 Service (E911)

Enhanced 911 Service offerings provide routing via dedicated trunking facilities to all primary PSAPs and to secondary PSAPs based upon ANI capability or Default Routing. The number of lines to a PSAP will be determined by the Company based upon anticipated call volumes.

SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.7 Universal Emergency Number Service - 911 (Cont'd)

6.7.1 Description (Cont'd)

E. (continued)

Secondary PSAPs that do not meet these specifications will receive calls on a transfer basis over the exchange network or over additional E911 Exchange lines subscribed to by the Customer. Enhanced 911 Service is available via one or a combination of the following service feature combinations:

6.7.2 Automatic Number Identification (ANI)

Selective Routing (SR)

Automatic Number Identification and Selective Routing (ANI/SR)

Automatic Number Identification and Automatic Location Identification (ANI/ALI)

Automatic Number Identification, Automatic Location Identification and Selective Routing (ANI/ALI/SR)

Where two jurisdictions are served by a local switching office each jurisdiction may select a different feature combination as long as SR is one of the features.

6.7.3 Definitions

A. 911 Control Office

A 911 office providing tandem switching capability for 911 calls. It controls switching of ANI information to the PSAP and also provides the Selective Routing function, Speed Calling features, Call Transfer capability and certain maintenance functions for each PSAP.

B. 911 Service Area

The geographic area in which the Customer will respond to all 911 calls and dispatch appropriate emergency assistance.

C. Additional E911 Exchange Line

An additional line which terminates at a PSAP

SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.7 Universal Emergency Number Service - 911 (Cont'd)

6.7.3 Definitions (Cont'd)

D. Alternate Routing (AR)

A feature which allows calls to be routed to a designated alternate location if 1) all 911 exchange lines to the primary PSAP are busy, or 2) the primary PSAP closes down. Alternate Routing is only available when Selective Routing is provided.

E. Automatic Location Identification (ALI)

A feature that forwards the name and address associated with the calling party's number (identified by ANI as defined below) to the PSAP for display. Additional s with the same number as the calling party's (secondary locations, off premise extensions, etc.) are identified with the address of the number at the main location.

F. Automatic Number Identification (ANI)

A feature which allows the number of the calling party to be forwarded to the PSAP for display.

G. Automatic Number Identification and Automatic Location Identification (ANI/ALI)

A Service Feature combination with both the ANI and ALI features, which allows numbers and the name and address associated with the calling party's number to be forwarded to the PSAP for display.

H. Automatic Number Identification, Automatic Location Identification and Selective Routing (ANI/ALI/SR)

A Service Feature combination with ANI, ALI and SR which allows numbers, names and addresses to be forwarded to the PSAP for display and allows 911 calls to be routed to the designated primary PSAP based upon the identification number of the calling party.

SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.7 Universal Emergency Number Service - 911 (Cont'd)

6.7.3 Definitions (Cont'd)

I. Automatic Number Identification and Selective Routing (ANI/SR)

A Service Feature combination with ANI and SR which allows numbers to be forwarded to the PSAP for display and allows 911 calls to be routed to the designated primary PSAP based upon the identification number of the calling party.

J. Cell Site Record

The physical location/street address of a cellular tower and , if applicable, the direction of the transmitter/receiver site. For purposes of this definition a cellular tower equipped with three (3) transmitter/receivers would constitute three (3) cell site records. Conversely, a cellular tower with an omnidirectional transmitter/receiver would constitute one (1) cell site record.

K. Central Office Identification

A three digit code that identifies the central office from which a 911 call originated. This feature is provided in lieu of Selective Routing and ANI display for central offices within the 911 system not equipped with ANI.

L. Central Office Transfer

The transfer of an incoming 911 call to another access line through use of a Central Office conference circuit.

M. Data Management System (DMS)

A system of manual procedures and computer programs used to create, store and update the data required to provide the SR and ALI features.

SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.7 Universal Emergency Number Service - 911 (Cont'd)

6.7.3 Definitions (Cont'd)

N. Default Routing

A feature activated when incoming 911 calls cannot be selectively routed due to a failure of the ANI feature, garbled digits or other cause. Such incoming calls are routed to a "default" PSAP. Default Routing is only available when Selective Routing is provided.

O. Display and Transfer Unit

A selector console and associated common equipment for displaying ANI numbers at the PSAP attendant position. The attendant can then activate Fixed and/or Selective Transfer functions (defined below).

P. Emergency Service Number (ESN)

A Selective Routing (SR) code assigned by the Company to each number in an exchange where SR is provided to route 911 calls to an appropriate PSAP. The ESN is associated with street address ranges or other mutually agreed upon routing criteria and defines the set of emergency numbers (e.g. police, fire, medical) responsible for providing emergency service in a primary PSAP and possibly one or more secondary PSAPs.

Q. End Office

The central office in the 911 system which receives originating 911 calls.

R. Enhanced 911 Service

A 911 service offering which provides completion of 911 calls via dedicated trunking facilities to all primary PSAPs and to secondary PSAPs that are equipped to display ANI information on Company or Customer provided terminal equipment. This offering is available via specific service feature and/or service feature combinations which may or may not be available with other 911 Service classifications.

SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.7 Universal Emergency Number Service - 911 (Cont'd)

6.7.3 Definitions (Cont'd)

S. Fixed Transfer

A feature which enables a PSAP attendant to transfer incoming 911 calls to Secondary PSAPs by use of a single button on the Display and Transfer Unit.

T. Forced Disconnect

Permits the PSAP attendant to release a 911 call connection though the 911 calling party has not hung up, thereby preventing intentional jamming of the 911 central office lines.

U. Manual Transfer

Enables the PSAP attendant to transfer an incoming call by depressing the switch hook of the associated or the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit number or a 2-digit Speed Calling Code.

V. Public Safety Answering Point (PSAP)

An answering location for 911 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Calls are first directed to the Primary PSAPs for response. Secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized location for a particular type of emergency call. PSAPs shall be staffed by employees or agents of service agencies such as police, fire or emergency medical or a common bureau serving a group of such entities.

W. Responding Agency

An agency which is prepared to provide one or more specific emergency services via calls received from a PSAP.

SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.7 Universal Emergency Number Service - 911 (Cont'd)

6.7.3 Definitions (Cont'd)

X. Selective Routing

A feature which allows 911 calls to be routed to the designated primary PSAP based upon the identification number of the calling party.

Y. Selective Transfer

Provides a PSAP with the ability to transfer an incoming call to another responding agency by depressing a single button labeled with type of agency, e.g. fire, on the Display and Transfer Unit. Selective Transfer is only available when Selective Routing is provided.

Z. Service User

Any exchange access facility Customer within a 911 system.

AA. Serving Central Office

The central office from which a PSAP, either primary or secondary is served.

BB. Speed Calling

A feature which enables the Customer to call certain preset numbers via abbreviated dialing.

CC. Universal Emergency Number Service

A exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the Customer may receive calls placed by persons in need of assistance who dial the number 911. The 911 Service includes the lines and equipment necessary for answering, transferring and dispatching public emergency calls originated by persons within the central office areas arranged for 911 calling.

SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.7 Universal Emergency Number Service - 911 (Cont'd)

6.7.3 Definitions (Cont'd)

DD. Universal Emergency Number Service Customer (Customer)

A municipality or other state or local governmental unit to whom authority has been lawfully delegated within a geographic area to respond to public emergency calls, at a minimum for police and fire service. An agent may be authorized by one or more municipalities or other state or local governmental units to subscribe to the service but the agent is not the Customer.

6.7.4 Terms and Conditions

- A. This service is limited to the use of central office number 911 as the universal emergency number. A single PSAP may subscribe to only one 911 service classification within any single government agency's locality.
- B. 911 Service is furnished to the Customer only for the purpose of receiving reports of emergencies from the public. It is not intended as a total replacement for the service of the various public safety agencies which participate in the use of this service. The public safety agencies must subscribe to other exchange service provided under this tariff for non-emergency communications.
- C. 911 Service is classified as Business Exchange and is arranged for one-way incoming service to the appropriate PSAP. Outgoing calls can only be made on a transfer basis.
- D. Temporary suspension of service is not provided for any part of 911 Service (premise equipment included).
- E. 911 Service lines are provided solely for the benefit of the Customer operating the PSAP. The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit of or creating any Company obligation, either expressed or implied, toward any third person or legal entity other than the Customer.

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.7 Universal Emergency Number Service - 911 (Cont'd)

6.7.4 Terms and Conditions, (cont'd.)

- F. Company serving areas and political subdivision boundaries may not coincide, however it is the obligation of the Customer to make arrangements to handle all 911 calls that originate from s served by central offices in the local serving area whether or not the calling is situated on property within the geographic boundaries of the Customer's public safety jurisdiction.
- G. The application for 911 Service must be executed in writing by each Customer. If application for service is made by an agent, the Company must be provided in writing, satisfactory proof of appointment of the agent by the Customer. At least one local law enforcement agency must be included among the participating agencies in any 911 offering.
- H. The Customer must furnish the Company its written agreement to the following terms and conditions:
- I. Applicants for this service must provide an adequate number of trained personnel to receive and dispatch calls to meet public demand. All 911 calls must be answered on a 24-hour day, seven-day week basis.
- J. The Customer accepts responsibility for dispatching the appropriate emergency service vehicles within the 911 service area, or will undertake to transfer all 911 calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available. A PSAP must be prepared to receive all 911 calls and to dispatch, or to have others dispatch, police, fire, ambulance, or other emergency services as are reasonably available and required.
 - 1. The Customer will develop an appropriate method for responding to calls for non-participating agencies which may be directed to the 911 PSAP by calling parties.
 - 2. The Customer will subscribe to local exchange service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving non-911 calls.

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.7 Universal Emergency Number Service - 911 (Cont'd)

6.7.4 Terms and Conditions (Cont'd)

J. (continued)

3. The Customer will subscribe to, or provide, equipment with a capacity adequate to handle the number of incoming 911 lines recommended by the Company to be installed. Applicants for 911 service must subscribe to adequate facilities to provide satisfactory service to the public. Minimum trunk requirements for each central office designation served, must be met as prescribed by applicable State Codes, Rules, and Legislation.

4. The Customer will make provisions for receiving emergency calls from Telecommunication Devices for the Deaf (TDD) users.

K. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the Customer's personnel to respond to such calls on the Customer's premises.

L. The 911 calling party by calling 911 Service, gives consent for the Company to provide 911 information consisting of the name, address, number, and other calling party information when available, to Law Enforcement Agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies and service providers to respond to emergency calls for assistance.

M. Database inquiries for 911 information consisting of name, address, number, and other information when available, will only be allowed for purposes of dispatching or responding to 911 emergency calls or integrity verification as prescribed by the Company or applicable State Codes, Rules, or Legislation.

O. 911 information consisting of the names, addresses, numbers, and other calling party information when available, of the Customers whose listings are not published in directories or listed in Directory Assistance Offices is confidential. Information will be provided on a call-by-call basis only for the purpose of responding to emergency calls and is not to be used or disclosed by the Customer, its agents or employees for any other purpose not authorized by law.

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.7 Universal Emergency Number Service - 911 (Cont'd)

6.7.4 Terms and Conditions (Cont'd)

- P. The 911 calling party forfeits the privacy afforded by Private and Semi-Private Listing Service to the extent that the name, number, address and other calling party information, when available, associated with the originating station location are furnished to the PSAP.
- Q. Terminal equipment used in connection with 911 Service, whether such equipment is provided by the Company or the Customer, shall be configured so that it is unable to extract any information from the 911 Database; other than information related to the number identified through the Automatic Number Identification (ANI) feature as the source of an in-progress 911 call. Manual access to the 911 Database may be provided upon written request as prescribed by the Company and subject to State and Federal laws and regulations.
- R. Central offices that are not currently equipped to transmit ANI will not be modified to provide ANI solely for 911 Service. When the Selective Routing feature is provided as part of a 911 System, Default Routing and Central Office Identification will be provided in lieu of Selective Routing and ANI display for any central office within the system not equipped with ANI.
- S. ANI will not be displayed on calls placed over four-party or rural lines. Central Office Identification is provided in lieu of the number and address.
- T. When the Selective Routing feature is provided with a 911 System, the Customer is responsible for identifying primary and secondary PSAP locations as well as the unique combinations of police, fire and ambulance or any other appropriate agencies responsible for providing emergency service in the 911 serving area. An Emergency Service Number (ESN) will be provided for each unique combination by the Company. The Customer will associate these ESNs with street address ranges or other mutually agreed upon routing criteria in the 911 serving area that are agreeable to the Company. These ESNs will be carried in the Data Management System (DMS) to permit routing of 911 calls to the primary and secondary PSAPs responsible for handling of calls from each in the 911 serving area. The Customer's responsibilities in providing this information are:

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.7 Universal Emergency Number Service - 911 (Cont'd)

6.7.4 Terms and Conditions (Cont'd)

T. (continued)

1. Initial and subsequent ESN assignments by street name, address range and area or other mutually agreed upon routing criteria shall be furnished to the Company by the Customer on forms supplied by the Company, or other electronic medium where available, for that purpose at a mutually agreed upon time prior to the effective date of the service.
2. After establishment of service it is the Customer's responsibility to continually verify the accuracy of the routing information contained in the master address file.
It is also the Customer's responsibility, to advise the Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of 911 calls to the proper PSAP.
3. The Company will provide to the Customer on request a complete listing of the master address file to permit Customer verification of accuracy of the police, fire, and ambulance PSAP routing designations. One copy of the file will be provided free of charge on an annual basis.
4. Additional copies may be requested at applicable tariff rates.
5. The Company will furnish to the Customer for verification a written copy showing each change, deletion and addition to the master address file.

- U. The Company's intent will be to provide at least the same level of service reliability and quality as the service being provided in the exchanges where 911 is offered

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.7 Universal Emergency Number Service - 911 (Cont'd)

6.7.4 Terms and Conditions (Cont'd)

- V. Intercept service for the seven digit emergency numbers replaced by 911 will be provided, upon request, for a period negotiated by the Customer, until the next Customer directory issuance, or up to one year, whichever period is longest.
- W. The installation of initial or subsequent 911 exchange lines to maintain applicable Company service standards will be provided by the Company, subject to the terms and agreements of the 911 Service Agreement when applicable.
- X. Customer premise equipment used in providing 911 Service and features may be Company or Customer-provided.
- Y. The receipt of any contract or amendment to a contract established under this tariff shall not constitute approval of all terms and provisions therein. The Commission retains jurisdiction to investigate on its own motion or upon complaint any contractual term or provision under which the tarified service is offered, and to take any necessary action pursuant to such investigation, including issue orders.
- Z. The Company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this tariff or by law.
- AA. Te Customer and participating governmental units and agencies each agree to release, indemnify, defend, and hold harmless the Company from any and all loss, claims, demands, suits or other action, or any liability whatsoever, other than the Company's sole negligence, arising out of the Customer's use of 911 service whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others; and the Customer and participating governmental units and agencies agree to purchase and maintain adequate insurance against such liability.

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.7 Universal Emergency Number Service - 911 (Cont'd)

6.7.4 Terms and Conditions (Cont'd)

- BB. The rates for 911 Service do not include the inspection or monitoring of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The Customer shall be responsible for making such operational tests as, in the judgment of the Customer, are required to determine whether the system is functioning properly for its use. The Customer shall promptly notify the Company in the event the system is not functioning properly.
- CC. The Company's liability in connection with its participation in a 911 system is limited by statute.
- DD. The Customer's liability in connection with the provision of 911 service is limited by statute.
- EE. The 911 services specified in this tariff are available for the use of the state and political subdivisions in providing universal emergency number service pursuant to law.

6.7.5 Enhanced 911 Standard Features

Alternate Routing (AR)
Default Routing (DR)
Forced Disconnect
Central Office Transfer Arrangements:
Fixed Transfer
Manual Transfer
Selective Transfer
Speed calling (T)
Only available when Selective Routing is provided.

SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.7 Universal Emergency Number Service - 911 (Cont'd)

6.7.6 Other Applicable Charges and Payments

A. Messages

The calling party is not charged for calls placed to the 911 number. Charges for messages transferred over exchange facilities from a PSAP are billed to the 911 Customer according to rates applicable from the Serving Central Office which serves the PSAP initiating the transfer to the point of termination, subject to the terms and conditions of the 911 Service agreement. Inter-system transfers are subject to applicable local message charges. Special equipment and service arrangements for which provision is not otherwise made in these tariffs or catalogs are furnished wherever practicable at charges based on cost.

B. Equipment Moves

Moves or changes of equipment at PSAP locations will be made based upon cost, not to exceed installation charges specified in this tariff or catalog. Time and material charges may be applicable. Charges for Customer requests that require additions, removals, moves, or changes of access facilities or equipment on Company premises will be based on cost and determined separately in each case.

Installation of additional network or other facilities to maintain a satisfactory grade of service will be provided by the Company, subject to the terms and conditions of the 911 Service Agreement.

Cancellation of the service in whole or in part by the Customer prior to installation will require payment of an amount equal to the cost of engineering, manufacturers' billings resulting from equipment orders, installation, assembly, labor, cost of removal and any other costs incurred up, to the time of cancellation which have resulted because of the subscriber's order for services, but not to exceed the total installation charges.

SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.8 Alert Service

6.8.1 General

A. Scan Alert Service

Scan Alert Service provides supervision of circuit continuity for exchange lines that are connected to end user premises alarm systems, to monitor for and report line break detection to a remote monitoring alarm station. Scan Alert Service also provides for the transport of alarm signals and control information between the end user's premises alarm system and the remote monitoring alarm station.

Scan Alert Service uses a network consisting of scanners and hubs that are connected to a Scan Alert message switch. The scanners, hubs and message switch are all located on Company premises.

The end user's exchange access line is connected to a scanner port in the local wire center and provides a derived communications channel between the scanner and a Subscriber Terminal Unit (STU). The STU is located at the end user's premises and is provided by the end user's alarm agency. During exchange line on-hook conditions the scanner polls the STU at thirty second intervals using a 2700 Hertz signal; an identifying response is produced by the STU along with any alarm signals that have been queued by the STU. The scanner also monitors for the presence of a continuous 36 Hertz tone transmitted by the STU.

Loss of the 36 Hertz tone is interpreted as a line break. The scanner transmits all line break and alarm signals to the message switch via a pair of private line channels. The message switch maintains a database that matches each end user's STU with the designated alarm agency. Scan Alert signals are routed from the message switch, by means of a pair of private line channels, through a hub to the appropriate remote monitoring alarm station.

B. Underwriter's Laboratories (UL) AA POLLING OPTION

This optional feature provides for the polling signal described in Paragraph 1. preceding, to continue in exchange line off-hook conditions. The UL AA Polling option allows a Scan Alert Service end user's alarm system to meet Underwriter's Laboratories AA requirements.

The UL AA polling option is available with Scan Alert Service, Scan Alert Wholesale Pricing Option and Scan Alert Contract Pricing Option.

SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.8 Alert Service (Cont'd)

6.8.1 General (Cont'd)

C. Scan Alert Wholesale Pricing Option

Scan Alert Wholesale Pricing Option includes the service features as described in Paragraph 1., preceding. However, unlike Scan Alert Service which is leased to individual residence and non-residence subscribers, the Scan Alert Wholesale Pricing Option is leased to the sponsoring alarm agency.

The rate applied for each network access line equipped with Scan Alert Wholesale Pricing Option is dependent upon the total number of non-residence and residence network access lines equipped that are leased to the alarm agency. An alarm agency can aggregate new and existing non-residence and residence network access lines equipped with Scan Alert to qualify for this option. The number of network access lines equipped with Scan Alert Wholesale Pricing Option will be counted on the last day of the bill month to determine the rate to be paid for each network access line equipped.

D. Scan Alert Contract Pricing Option

Scan Alert Contract Pricing Option includes the service features as described in Paragraph 1., preceding, however the Scan Alert Contract Pricing Option is leased to the sponsoring alarm agency on a specific contract basis, with a minimum contract period of forty-eight months.

In order to designate the deployment of a scanner the alarm agency or other firm must sign a contract for a minimum of 32 ports. A minimum of 25% of the requested ports must be located in the central office where the scanner is to be deployed, the remaining ports can be located in any other central office(s) where the Scan Alert network is available. Each scanner deployment will require one contract.

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SECTION 6.0 - SERVICE FEATURES, (CONT'D.)

6.8 Alert Service (Cont'd)

6.8.1 General (Cont'd)

D. Scan Alert Contract Pricing Option, (cont'd.)

To qualify for this service, an alarm agency or other firm must designate the port capacity and must equip the designated number of lines with Scan Alert by the last day of the twelfth month of an upgraded or new contract.

Subscribers with multiple contracts will have the level of the monthly rate per line set at the level of the contract with the lowest port commitment until that contract's total number of lines requirement is met. The original contract's expiration date will be extended for the time needed to fulfill the minimum number of lines requirement in the new contract. Under no circumstances will this extension exceed one year in length. In cases of line terminations, for billing purposes the lines terminated will be removed from the lower volume contract(s) first.

Customers that have fulfilled their line contract quantity obligation will be charged the non-contract rate for each new additional line ordered unless arrangements are made for a new contract.

The alarm company will be billed for the actual lines in service. If the actual number of network access lines equipped does not meet the requirements after the twelfth month, the alarm agency or other firm will also be billed at the Contract Pricing Option residence rate for the number of additional ports required to meet the Customer commitment.

Should an alarm company or other firm discontinue service before the contract has been fulfilled, termination charges equal to the Customer-designated port capacity for the remainder of the contract will apply.

In the event that Customer agrees to a minimum commitment level of at least 1,000 network access lines for a term of 48 months, such commitment may be satisfied by aggregating the number of Scan Alert lines to which Customer subscribes in all central offices, within the same LATA, where Scan Alert capability has already been deployed by the Company (Area-Wide Commitment). The Customer's Area-Wide Commitment will be phased in over the four years of the term of the agreement starting with 25% for the first year to be sequentially increased each year of the four year term by an increment of 25%.

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SECTION 6.0 - SERVICE FEATURES, (CONT'D.)

6.8 Alert Service (Cont'd)

6.8.1 General (Cont'd)

D. Scan Alert Contract Pricing Option, (cont'd.)

For any of the Company central offices where Scan Alert capability has not already been deployed, the Company will accept Customer requests to deploy Scan Alert according to the following schedule:

1. install Scan Alert in up to four previously unequipped central offices in association with an initial Area-Wide Commitment of 1,000 lines, and install Scan Alert in up to two additional previously unequipped central offices in association with any additional Area-Wide Commitment of 500 more lines for the same LATA;
2. provided that 64 lines of the Customer's Area-Wide Commitment must be located in each of the central offices deployed at Customer's request (Deployment Commitment). The Customer's Deployment Commitment will be phased in over the four years of the term of the agreement starting with 25% for the first year to be sequentially increased each year of the four year term by an increment of 25%.

Customers converting to 1,000 port contract will be required to make progress each year toward meeting the 1,000 port contract in service obligation. Customers must install 25% per year of the difference between their installed base and the 1,000 ports per year until the 1,000 port commitment is attained.

During the term selected by Customer, the Company will perform an annual audit of Scan Alert lines in service. In any year in which the Customer fails to achieve the applicable Area-Wide and/or Deployment Commitments, a deficiency payment shall be assessed according to the provision set forth previously in this section.

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SECTION 6.0 - SERVICE FEATURES, (CONT'D.)

6.8 Alert Service (Cont'd)

6.8.1 General (Cont'd)

E. Scan Alert Change Charge

The Scan Alert Change Charge is applicable for work done to comply with a Customer's request for a change in alarm dealer or pricing option. Additional Scan Alert Change charges are applicable for subsequent requests for change of service.

Transfer of Scan Alert, Scan Alert Wholesale Pricing Option, or Scan Alert Contract Pricing Option to a different line at the same Customer location will be treated as a new installation. The Scan Alert Change Charge does not apply to conversions of existing contracts to a contract for a larger port capacity.

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.8 Alert Service (Cont'd)

6.8.2 Regulations

A. Undertaking of the Company

Nothing contained in this tariff shall be construed as establishing any agency agreement, partnership or joint venture between the Company and any alarm agency. Any such agency utilizing Scan Alert Service shall be responsible for obtaining all licenses, permits and authorizations required by any authority and will comply with all codes, laws, regulations, restrictions or limitations governing the use of equipment or services employed by it in providing a service to its Customers. Part 2, Section 2 of this tariff states the Obligation And Liability Of Company.

B. Area Served

Scan Alert Service will be furnished in exchanges where central offices are equipped to provide this service and where facilities are available and compatible. Customer Premise Equipment must also be compatible.

C. Subscriber Terminal Unit (STU)

The STU must be compatible with the Company's Scan Alert Service and must be registered under Part 68 of FCC regulations. The STU must be connected to the end user's exchange access line with a standard registered jack. The STU can only be connected to an exchange access line if, when the STU is added, the combined ringing equivalence of the line does not exceed five ringers. The STU cannot be connected to a PBX trunk or station line, a two-party line, a mobile , lines equipped to transmit and/or receive data, a foreign exchange, foreign central office line, a WATS line, or any bridged service (e.g., off premises extension, answering patron lines and central office terminals, combination main station service, etc.), or a Centrex line served by a central office other than the main Centrex service.

D. End User Service

An end user must maintain exchange service at the premises where the STU is located to be served by Scan Alert Service. In the event the exchange service is completely disconnected for any reason, the Scan Alert Service will also be disconnected.

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.8 Alert Service (Cont'd)

6.8.2 Regulations (Cont'd)

E. End User Designated Alarm Agency

The alarm company designated by the end user will be required to subscribe to at least two (2) company private line channels from its monitoring station to a Scan Alert network hub location. Connection to the network via a hub provides access to the message switch located on Company premises. The alarm agency will also be required to provide data terminal equipment that is compatible with the output from the Scan Alert message switch.

F. Suspension of Service

Suspension of service is not offered for this service.

6.8.3 Rates and Charges

The following rates and charges are in addition to those charged for other facilities required for operation in conjunction with Scan Alert. The regulations contained in the appropriate tariffs for the other facilities also apply.

1. Scan Alert Service

Scan Alert Service

per residence network access

line equipped /SNK/ \$ 60.00 / \$ 14.50

Scan Alert Service

per non-residence network access

line equipped /SNK/ \$120.00 / \$17.50

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.8 Alert Service (Cont'd)

6.8.3 Rates & Charges (Cont'd)

1. Scan Alert Service

Scan Alert Service

per residence network access

line equipped /SNK/ \$ 45.00 / \$ 8.75

Scan Alert Service

per non-residence network

access line equipped /SNK/ \$90.00 / \$10.50

2. UL AA Polling Option

UL AA Polling Option

per residence network access

line equipped /ASP/A9Z \$ 30.00 / \$ 3.00

UL AA Polling Option

per non-residence network access

line equipped /ASP/A9W/ \$30.00 / \$4.00

3. Scan Alert Wholesale Pricing Option

Scan Alert Wholesale Pricing

Option, per residence network

access line equipped /SRE/

Residence and non-residence

network access lines equipped:

0 to 500th..... \$60.00 / \$14.50

501st to 750th..... \$60.00 / \$14.00

751st to 1000th..... \$60.00 / \$13.50

1001st or more..... \$60.00 / \$13.00

4. Scan Alert Wholesale Pricing

Option, per non-residence network

access line equipped /SBE/

Residence and non-residence

network access lines equipped:

0 to 500th..... \$120.00 / \$17.50

501st to 750th..... \$120.00 / \$16.50

751st to 1000th..... \$120.00 / \$15.50

1001st or more..... \$120.00 / \$14.50

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.8 Alert Service (Cont'd)

6.8.3 Rates & Charges (Cont'd)

5. Scan Alert Contract Pricing Option

Scan Alert Contract Pricing

Option, per residence network

access line equipped* /SRE/

8 Port Capacity..... \$30.00 / \$14.00

32 Port Capacity..... \$30.00 / \$13.00

64 Port Capacity..... \$30.00 / \$12.00

96 Port Capacity..... \$30.00 / \$11.00

256 Port Capacity..... \$30.00 / \$11.00

* See Paragraph A.4 preceding for minimum line requirements.

Nonrecurring Monthly

Charge Rate__

6. UL AA Polling Option

UL AA Polling Option

per residence network access

line equipped /ASP/A9Z/ \$ 20.00 / \$ 3.00

UL AA Polling Option

per non-residence network access

line equipped /ASP/A9W/ \$20.00 / \$4.00

7. Scan Alert Wholesale Pricing Option

Scan Alert Wholesale Pricing

Option, per residence network

access line equipped /SRE/

Residence and non-residence

network access lines equipped:

0 to 500th..... \$45.00 / \$8.50

501st to 750th..... \$45.00 / \$7.50

751st to 1000th..... \$45.00 / \$7.00

1001st or more..... \$45.00 / \$6.50

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.8 Alert Service (Cont'd)

6.8.3 Rates & Charges (Cont'd)

8. Scan Alert Wholesale Pricing

Option, per non-residence line
equipped /SBE/

Residence and non-residence
network access lines equipped:

0 to 500th.....	\$90.00 / \$10.50
501st to 750th.....	\$90.00 / \$9.50
751st to 1000th.....	\$90.00 / \$9.00
1001st or more.....	\$90.00 / \$8.50

9. Scan Alert Contract Pricing Option

Scan Alert Contract Pricing

Option, per residence network
access line equipped /SRE/

8 Port Capacity.....	\$15.00 / \$7.75
32 Port Capacity.....	\$15.00 / \$7.00
64 Port Capacity.....	\$15.00 / \$6.50
96 Port Capacity.....	\$15.00 / \$6.00
256 Port Capacity.....	\$15.00 / \$5.50

10. Scan Alert Contract Pricing

Option (Cont'd)

Scan Alert Contract Pricing

Option, per non-residence
network access line
equipped* /SBE/

8 Port Capacity.....	\$30.00 / \$18.00
32 Port Capacity.....	\$30.00 / \$16.00
64 Port Capacity.....	\$30.00 / \$15.00
96 Port Capacity.....	\$30.00 / \$14.00
256 Port Capacity.....	\$30.00 / \$13.00

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.8 Alert Service (Cont'd)

6.8.3 Rates & Charges (Cont'd)

11. Scan Alert Change Charge

Maximum

Nonrecurring

Charge_____

Scan Alert Change Charge,
per residential line..... \$30.00

Scan Alert Change Charge,
per business line..... \$30.00

Nonrecurring Monthly

Charge Rate___

12. Scan Alert Contract Pricing

Option (Cont'd)

Scan Alert Contract Pricing

Option, per non-residence

network access line equipped

/SBE/

8 Port Capacity..... \$15.00 / \$ 9.75

32 Port Capacity..... \$15.00 / \$9.00

64 Port Capacity..... \$15.00 / \$8.50

96 Port Capacity..... \$15.00 / \$8.00

256 Port Capacity..... \$15.00 / \$7.50

13. Scan Alert Change Charge

Nonrecurring

Charge_____

Scan Alert Change Charge,
per residential line..... \$ 15.00

Scan Alert Change Charge,
per non-residential line..... \$15.00

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.9 Billing Name and Address (BNA) Services

6.9.1 Description

BNA is a service whereby the Company will provide billing information to an Interexchange Carrier (IXC), to the extent the names and addresses are available in Customer information data bases. The "Customer" for BNA service is an IXC and the BNA information is for use by the IXC in connection with its business.

6.9.2 Regulations

The name and address information will be obtained by the Company from its Customer information data bases. The name and address information will be provided for the calling number shown in the recorded Customer message detail to the extent a name and address exists in the Company Customer information data bases (e.g., some calling number names and addresses may be confidential). If the name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory requirements, the name and address information will not be provided unless the IXC is the Primary or Dial Up Interexchange Carrier or the IXC secures written permission from the end user and/or other party imposing the confidentiality requirement, for the Company to provide the information as requested by the IXC.

The request for name and address information will be provided in accordance with specifications provided by the Company.

At the request of an IXC, magnetic tape processing of the bill name and address information will be provided to the IXC. The Company will supply the magnetic tapes and the magnetic tapes will be provided without the return of previously supplied tapes. Unless specified otherwise by the IXC, the magnetic tapes will be sent to the IXC via first class U. S. Mail Service or other appropriate means. If expedited delivery is requested by the IXC, such expenses will be charged to the IXC.

However, the IXC may pick up the magnetic tapes at a location designated by the Company or request that the detail on the magnetic tapes or in a data file be data transmitted to the IXC.

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.9 Billing Name and Address (BNA) Services (Cont'd)

6.9.1 Description (Cont'd)

BNA output supplied by the Company is considered proprietary information. It will be provided to the IXC's for use by the IXC's in connection with its business. Any use of this information by the IXC's contractors, agents, or other third parties, not in connection with the IXC's business, shall be the responsibility of the IXC. The IXC shall affirm in writing that the Company is not responsible for the use by the IXC of this BNA information for purposes not in connection with the IXC's business.

6.9.2 Rates and Charges

Minimum monthly charge (up to 200 BNA requests).....	\$
100.00	
Per request, in excess of 200 per month	\$0.50
Magnetic tape processing, per tape	\$26.00

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.10 Listing Services

6.10.1 General Provisions

The alphabetical directory is an alphabetical list of Customers, joint users and others for whom directory listings are provided. It is designed solely for the purpose of informing calling persons of the numbers of Customers and others listed therein. Accordingly, listings are intended solely for purposes of identification and are limited to information which is essential to such identification.

The rates and regulations in this paragraph 1 for directory listings apply to primary and additional listings in the alphabetical directory.

An alphabetical directory may include the listings for one or more exchange areas. More than one alphabetical directory may be included in directory book. In alphabetical directories selected by the Company, the pages are divided into two groups, one group of non-residence listings and one group of listings consisting solely of names of individuals.

1. Non-residence primary listings consisting solely of names of individuals will appear in both groups at no charge.
2. Non-residence additional listings consisting solely of names of individuals will appear in both groups without charge for the additional appearance.
3. Special types of additional listings will appear in both groups without charge for the additional appearance under the following conditions:
 - a. Alternate listings, provided that they are indented under non-residence primary or regular additional listings that are listings consisting solely of names of individuals; and
 - b. All other special types of additional listings, provided that they are listings consisting solely of names of individuals and are indented under non-residence primary or regular additional listings.

Residence primary or additional listings will appear in both groups without charge for the additional appearance, provided that they are indented under non-residence primary or regular additional listings consisting solely of names of individuals.

SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.10 Listing Services (cont'd.)

6.10.1 General Provisions, (Cont'd.)

Special prominence or arrangement of names is not permitted nor is the listing of a service, commodity or trade name except when such service, commodity or trade name is a part of the name under which the listed party is doing business.

The Company will refuse a listing which does not constitute a legally authorized or adopted name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is intended for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

The length of any listing is limited by the use of abbreviations, where, in the opinion of the Company, the clearness of the listing and the identification of the listed party is not impaired thereby. Where more than one line is required to properly list the party, no additional charge is made.

In connection with non-residence service, a designation, i.e., an abbreviated descriptive term characterizing the listed party's business in a general way, may be furnished as part of the listing unless the character of the listed party's business is already apparent from the form of the corporate or firm name, in which case the designation is unnecessary and is not furnished.

The form of listings must conform to the Company's specifications with respect to its directories.

Listings are regularly provided in connection with exchange service of all classes, grades and types, except public service, dormitory individual lines and Centrex dormitory station lines.

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.10 Listing Services (Cont'd)

6.10.2 Primary Listings

One listing without charge, termed the primary listing, is provided for each call number in connection with exchange service (including semi-public). In cases where two or more non-residence services are arranged in a group of rotary numbers, all of such numbers so arranged are identified by but one call number.

A call number is the number designation with which a Customer's service is identified.

One primary listing is provided for each PBX, Centrex, Exhibition Hall and Airport Switching system. In connection with PBX systems with DID, Centrex and Exhibition Hall system primary listings, the Company will

include, without charge, informative wording to indicate that stations of the system may be dialed direct when the numbers of the stations are known.

One primary listing is provided for each joint user and dormitory service are not listed in the directory.

The primary listing is ordinarily the name of the Customer or joint user, or the name under which a business is regularly conducted. Where the service is contracted for by one party for the use of a second party, the primary listing may be the name of the second party.

A dual name listing is comprised of a surname, two first names, an address and number. This listing may be provided as the primary listing associated with residence service for two persons who share the same surname and reside at the same address or for a person known by two first names.

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.10 Listing Services (Cont'd)

6.10.3 Additional Listings

A. Non-residence Additional Listings

Non-residence additional listings are listings in addition to the primary listing furnished in connection with non-residence service and may be:

- Names of partners or members, if the Customer or joint user is a partnership;
- Names of officers, if the Customer or joint user is a corporation;
- Names of representatives or employees of the Customer or joint user;
- Bona fide names of firms which the Customer or joint user owns or controls or is duly authorized to represent
- Names of patrons participating in resale or shared use of the Customer's service or equipment
- Non-residence additional listings are not permitted in connection with residence service.

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.10 Listing Services (Cont'd)

6.10.3 Additional Listings (Cont'd)

B. Residence Additional Listings

Residence additional listings are listings in addition to the primary listing furnished in connection with residence service and may be the names of members of the Customer's family or of other persons residing in the Customer's household. Such listings may also be in the form of dual name listings as described in B-7 preceding.

Residence additional listings are also permitted in connection with non-residence service which is located in a residence and for permanent guests residing in a transient hotel, motel, or club, and tenants in an apartment house or apartment hotel.

C. Addresses and Numbers of Additional Listings

Ordinarily, all additional listings are of the same address and number as the primary listings, except in the case of alternate listings and listings for systems or services with in-dialing. When it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing will be permitted under the address of a station installed on premises of the Customer, but at an address different from that of the main station service.

Additional listings for Centrex and Exhibition Hall Systems and PBX Systems with DID

Where additional listings associated with Centrex and Exhibition Hall systems, and PBX systems with DID, use the number associated with the primary listing, the informative wording described in B-3 preceding may also be provided with such additional listings without additional charge.

D. Special Types of Additional Listings

1. Duplicate listings - listings of nicknames, abbreviated names, names which are commonly spelled in more than one way, and rearrangements of names are permitted when, in the opinion of the Company, they are not desired to secure a preferential position in the directory or for advertising purposes.

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.10 Listing Services (Cont'd)

6.10.3 Additional Listings (Cont'd)

D. Special Types of Additional Listings, (cont'd.)

2. Cross-Reference Listings - Names which are commonly spelled in more than one way; Names of formerly existing businesses which have been superseded by that of the Customer; Rearrangement of names when such rearrangement is not for the purpose of securing a preferential position in the directory or for advertising purposes; Cross-reference listings consists of a name, a reference to the primary listing, and, if desired, a number. Such listings do not include an address ; however, if the number is included, the city and state involved must also be shown when a message toll call is involved.
3. Alternate listings - listings which refer calling persons to another number at night and on Sundays and holidays, or in case no answer is received on the call to the primary number, are permitted for all classes of service. The alternate number may be that of another Customer's service. In such case, the consent of the other Customer must be obtained before the alternate listing is furnished.
4. Foreign Listings - listings in an alphabetical directory of an exchange other than that in which the listed service is furnished are furnished under the provisions applicable to regular additional listings in the alphabetical directory in which the foreign listing appears.
5. Private Listing Service - Upon receipt of an authorization signed by the Customer, in a form satisfactory to the Company, the name of that Customer and the number assigned to the service furnished to him will be omitted or deleted from the Company's directories and his number will be omitted or deleted from its information records. The Company will endeavor to prevent the disclosure of the number, but shall not be liable should such number be divulged through inadvertence, or under the following circumstances where the number will be disclosed:

SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.10 Listing Services (Cont'd)

6.10.3 Additional Listings (Cont'd)

5. (continued)

- a. Where the private listing service Customer calls the enhanced universal emergency number (i.e. 911) to the extent that the originating number, address and name associated with the originating number are furnished to the 911 service Public Service Answering Points.
- b. Where the private listing service Customer calls the number of a Customer subscribing to Caller ID, without using Calling Party Number Blocking, to the extent that the originating number is displayed on a Caller ID display device. here the private listing service Customer is called back by a Customer who subscribes to and uses Automatic Callback to return the call to the extent that the originating number is displayed within the call detail section of the Automatic Callback subscriber's billing statement.
- c. Where the private listing service Customer calls another Customer, who interprets the phone call as a harassing or threatening call and uses the Call Trace service to have the calling party number and further information referred to the local law enforcement agency. The extent to which pursuit continues would depend upon the law enforcement agency.
- d. Where the private listing service Customer calls a Customer who subscribes to and uses the Advanced Custom Calling Service Call Screening, the calling Customer can prevent the possible exposure of his/her number by using Calling Party Number Blocking. This feature is available where Call Screening is available.
 1. The Company will furnish, upon request, the name of the Customer to exchange service where such service is used to provide recorded announcements.

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.10 Listing Services (Cont'd)

6.10.3 Additional Listings (Cont'd)

5. (continued)

d. (continued)

2. Customers to private listing service, regardless of whether such service is subject to the monthly rate set forth in this section, have the option of requesting the Company to relay emergency messages from persons attempting to reach such Customers. The Company will not challenge the calling party's statement that an emergency exists, nor make any attempt to determine the importance of such emergency. Such messages will be billed to the private listing service Customer at the message rate set forth in E following.

e. The Company shall not be obligated to complete exchange or message toll calls to such Customers, by number.

6. Semi-Private Listing Service

Upon receipt of an authorization signed by the Customer, in a form satisfactory to the Company, semi-private listing service will be provided by the Company. With semi-private listing service the Customer listing is omitted or deleted from the Company's directories; however, these listings are contained in information records and will be furnished upon request of the calling party.

SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.10 Listing Services (Cont'd)

6.10.4 Rates and Charges

- A. The following monthly rates apply to both regular and special types of additional listings:

Non-residence additional listing \$ 3.90
Residence additional listing 1.80

Billing at the rates specified above, dates from the day following the posting of directory assistance records. Directory assistance records will be posted as of the delivery date of the directory in which the listing first appears or at any date prior thereto, as the Customer requests.

6.10.5 Alternate Listings

- A. The regular additional listing rate applies to alternate listings, depending on the classification of the regular listing under which the alternate listing is to appear. However, should an alternate listing follow two or more regular listings of the same Customer which are in alphabetical sequence and one of these regular listings takes the classification of non-residence, the non-residence listing rate is applicable to the alternate listing.
- B. Where two or more alternate listings are furnished under one directive note or caption heading, the alternate listing rate shall apply to each listing under the note or caption, but no charge shall be made for the note or caption itself.

*Additional codes appear in departmental practices.

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.10 Listing Services (Cont'd)

6.10.6 Rates and Charges

- A. The following monthly rates apply to both regular and special types of additional listings:

TBD

- B. Private and Semi-Private Listing Service

Except as specified in b., following, private and semi-private listing service is provided at the following rates in addition to the rates and charges for the associated service.

- C. Monthly

- (1) Private listing service, each Charge Rate USOC service \$1.10
(2) Optional arrangement for relaying messages to private listing service Customers, each message \$1.80
(3) Semi-private listing service, each service \$1.10

The monthly rate for private and semi-private listing service specified in a-(1) preceding does not apply to the following:

- (1) Additional private or semi-private listing service furnished to a Customer who has listed service of the same class within the same local service area.
- (2) Private and semi-private listing service furnished to a Customer who has a listing (i.e., joint user or additional listing) of the same class on another Customer's service within the same local service area, provided the listing can be readily identified as the Customer to such private or semi-private listing service.
- (3) Temporary non-residence service furnished on private or semi-private basis for a period not to exceed thirty days, e.g., at construction sites, election service, fairs, exhibits, parades, other special events, etc. Service furnished temporarily on a private basis for a period not to exceed thirty days at the initiative of the Company due to unusual circumstances, e.g., in cases involving obscene or anonymous calls.

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.11 Operator - Handled Service

Operator-Handled service is that service requested of a Company operator, by the person originating a call, which is in addition to the Customer-dialed service specified in Part 9, Section 1 of this tariff.

- A. Station-to-Station calls are those calls where the person originating the call specifies to a Company operator a particular number to be reached.
- B. Person-to-Person calls are those calls where the person originating the call specifies to a Company operator a particular person to be reached, a particular mobile station to be reached through a MCC operator, or a particular station, department or office to be reached through a private branch exchange attendant.

When, after the , MCC operator, or private branch exchange system called has been reached and while the connection remains established, the person originating the call requests or agrees to talk to any person other than the person specified, or to any other person or mobile station to be reached through a MCC, or to any other station, department or office to be reached through a private branch exchange attendant, the call is charged for as person-to-person.

Where the person originating the call wishes arrangements made in advance with a particular party or station for the establishment of a connection at a specified time (appointment call), the call is charged for as person-to-person.

When at the request of the calling party the Company employs a messenger or other means to bring the called party to a (messenger call), the call is charged for as person-to-person, and in addition to the charges for the message, a charge is made for the exact amount expended, if any, for messenger service.

Third Number Billed calls are those calls where the person originating the call specifies to a Company operator to bill the call to an authorized station, as determined by the Company, other than the station originating the call, or the station where the call is terminated.

6.11.1 Service Charges

A service charge applies to each automated calling card station-to-station and Customer dialed - operator assisted - calling card station-to-station call and to each operator handled station-to-station, third number billed and person-to-person call. This charge is added to the initial minute and additional minute charges. Discounts do not apply to the service charge.

SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.11 Operator - Handled Service, (Cont'd.)

6.11.1 Service Charges, (Cont.'d)

Maximum Charge

1. Automated Calling Card Station-to-Station	\$.65
2. Customer Dialed - Operator Assisted - Calling Card Station-to-Station	\$1.25
3. Operator Handled - Station-to-Station	\$1.50
4. Operator Handled - Person-to-Person	\$4.00
5. Operator Handled - Third Number Billed	\$2.00
6. Inmate Collect - Station-to-Station	\$6.00

Charge

1. Automated Calling Card Station-to-Station	\$.65
2. Customer Dialed - Operator Assisted - Calling Card Station-to-Station	1.25
3. Operator Handled - Station-to-Station	1.50
4. Operator Handled - Person-to-Person	4.00
5. Operator Handled - Third Number Billed	2.00
Inmate Collect - Station-to-Station	3.25

6.11.2 Local Non-Coin Messages

The appropriate service charge is applicable whenever the assistance of a Company operator is required to complete the local call and the calling party requests collect, billed to a third number, billed to a calling card number or person-to-person special handling. The service charge is in addition to the appropriate local message charge.

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.12 Directory Assistance Service - Local

6.12.1 Regulations

The Company will offer directory assistance service on an interim basis, subject to alteration or cancellation.

The regulations and charges in this Paragraph 1. apply to calls placed to directory assistance to obtain numbers of services located within the same local service area. The number of such numbers furnished on each call shall be limited to two.

Except as otherwise specified in c-(2)-(c) following, directory assistance calls from the following are not subject to the regulations and charges in this Paragraph 1.

Services furnished to hospitals and skilled nursing homes. For the purpose of this paragraph, the term "skilled nursing homes" applies to those nursing Homes that provide around-the-clock professional nursing care.

Public and semi-public service, and Customer-Owned, Coin-Operated s (COCOT)

6.12.2 Charges

Directory assistance calls will be charged for as follows:

Non-Residence

Residence Maximum

1. Where Customer direct dials directory assistance number \$0.60
2. Where Customer places call to attendant via an operator \$.90

B. Charges

Directory assistance calls will be charged for as follows:

Non-Residence

Charge

1. Where Customer direct dials directory assistance number \$0.60
2. Where Customer places call to attendant via an operator \$0.60

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.13 Directory Assistance Service – Toll

Directory Assistance Service shall not be construed to be a part of Message Toll Service for the purpose of concurrences by other companies.

6.13.1 Regulations

- A. The Company will offer Directory Assistance Service on an interim basis, subject to alteration or cancellation.
- B. The regulations and rates set forth in this Paragraph apply to calls placed to directory assistance for the purpose of obtaining numbers of services located outside the local service area but within the same numbering plan area. The number of such numbers furnished on each call shall be limited to two.
- C. A numbering plan area, as set forth above, is the territory which shares a common area code.
- D. Except as otherwise specified, the following are not subject to the regulations and rates set forth in this Paragraph:

Service furnished to hospitals and skilled nursing homes.

For the purpose of this paragraph, the term "skilled nursing homes" applies to those nursing homes that provide around-the-clock professional nursing care.

- 1. Public, semi-public and Customer-Owned, Coin-Operated s (COCOT)
- 2. Services furnished to the handicapped.

(1) Impaired persons

(a) For purposes of this tariff, the definition of impaired refers to those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, or speech impaired persons who have an impairment that prevents them from communicating over the without the aid of a telecommunications device for the deaf.

SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.14 Multi-ring Service

6.14.1 General

Multi-Ring Service will be provided only in Company central offices where facilities permit.

Multi-Ring Service will enable a Customer to have as many as three numbers associated with a single exchange service. Customers subscribing to this service will be able to receive calls dialed to two or three separate numbers without having a second or third exchange service. A distinctive ringing pattern will be provided for each of the additional numbers to facilitate identification of incoming calls. A distinctive Call Waiting tone for each additional number will be provided, where facilities permit, to Customers subscribing to Call Waiting.

6.14.2 Regulations

Multi-Ring Service is available to Customers with simple residence and non-residence exchange service, except as noted below:

Multi-Ring Service is not available with the following: Multi-line Hunt Groups, Remote Call Forwarding Service, Semi-Public Service, and Customer-Owned Coin Operated Service (COCOT).

Multi-Ring Service may not be compatible with all types of Customer-provided equipment. Some types of Customer-provided equipment may not be able to reproduce the distinctive ringing patterns that are sent out from the central office.

Customers subscribing to Multi-Ring Service may subscribe to all Custom Calling Service features available to them. However, regardless of the quantity of numbers associated with a single access line, it can only have one set of Custom Calling features chargeable per access line which are applicable to all the numbers.

A call directed to an off-hook line equipped with Multi-Ring Service will receive busy treatment regardless of which number associated with the access line is dialed.

One distinctive ringing pattern is always associated with the first additional multi-ring number. A different ringing pattern is always associated with the second additional multi-ring number.

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.14 Multi-ring Service, (Cont.'d)

6.14.2 Regulations, (Cont.'d)

Each Customer will be entitled to one directory listing with each Multi-Ring number.

Multi-Ring Service can only be provided on exchange services originating from the same central office switching machine.

Multi-Ring Service Customers subscribing to Call Forwarding must choose one of the following options when both Multi-Ring Service and the Call Forwarding feature are combined:

1. Calls to all numbers associated with the service will be forwarded to a single number when Call Forwarding Service is activated.
2. Calls to the main number only will be forwarded when Call Forwarding Service is activated. Calls to the additional Multi-Ring numbers will continue to ring and may be answered at the Customer's premises.

6.14.3 Rates and Charges

The following charges are for Multi-Ring Service only and are in addition to applicable rates and charges for service and equipment with which this service is provided. In addition to a Customer's exchange service number, a Customer may subscribe to one or two Multi-Ring numbers, at the following rates:

	<u>Residence</u>	<u>Non-Residence</u>
1. First Multi-Ring Number	\$8.00	\$9.90
2. Second Multi-Ring Number	\$4.00	\$7.90

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.14 Multi-ring Service, (Cont.'d)

6.14.3 Rates and Charges, (Cont.'d)

On residence service, when any combination of the following Custom Calling and/or Advanced Custom Calling Service features (Call Forwarding, Three-Way Calling, Speed Calling 8, Speed Calling 30, Call Waiting, Repeat Dialing, Automatic Callback, Call Screening) and/or Multi-Ring Service (First Multi-Ring Number only) are provided on the same service, a \$2.00 reduction in the monthly rate will apply for each such additional feature. However, when Call Waiting and any number of other such features are provided on the same service, the reduction in the monthly rate does not apply to Call Waiting, but will apply to the above listed features. Also, when one or more of these features and Caller ID are provided on the same service, a \$.50 reduction in the monthly rate for Caller ID will apply.

C. Rates and Charges

	<u>Residence</u>	<u>Non-Residence</u>
Monthly	TBD	TBD
Rate	TBD	TBD

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.15 Message Waiting Indication

6.15.1 General

Message Waiting Indication is a feature which allows a visual (i.e., a flashing light), and an audible tone signal, (i.e., stutter dial tone), to be activated and deactivated on an exchange access line. Where facilities permit, Customers with the appropriate Customer Premise Equipment (CPE) will receive a visual message waiting indication (i.e., a light) in addition to the audible tone signal.

Message Waiting Indication is provided in connection with all grades, types and classes of service, except semi-public service.

This feature capability is available where facilities and conditions permit.

6.15.2 Rates and Charges

Such monthly rate is in addition to all other applicable rates and charges in to establish or change miscellaneous service:

Maximum Monthly Rate TBD

Per Service Equipped TBD

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.16 Busy Line Transfer

6.16.1 General

Busy Line Transfer is a feature that provides for the automatic transfer of all incoming calls to a fixed number when the called number is busy. An enhancement to Busy Line Transfer allows Customers with Busy Line Transfer to forward multiple calls simultaneously.

Busy Line Transfer service is provided in connection with all grades, types and classes of service, except Centrex and semi-public service. This feature capability is available where facilities and conditions permit.

When the Busy Line Transfer feature is provided on an exchange service with Call Waiting service. Call Waiting service takes precedence unless the Call Waiting cancel feature has been activated.

Where a charge (local or toll) is applicable for a call between the Customer's and the to which calls are being transferred, such charge is billed to the Customer on every call transferred to and answered at that . The Company cannot guarantee transmission on calls forwarded outside the local service area.

6.16.2 Rates and Charges

Such monthly rate is in addition to all other applicable rates and charges to establish or change miscellaneous service:

Maximum Monthly Rate	TBD
Per Service Equipped	\$ 1.40 EVB

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.17 Optional Features on Central Office Optional Line Features

6.17.1 Customer Control Option

Customer Control Option allows Customers with Alternate Answering and/or Busy Line Transfer service to activate and deactivate the service.

The following monthly rate applies to the Customer Control option. Such monthly rate is in addition to the monthly rate for Alternate Answering and Busy Line Transfer services.

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.18 Optional Line Feature Packages

6.18.1 General

Central Office Optional Line Feature Packages are available where facilities and conditions permit, and subject to the provisions as specified for the applicable Optional Features.

Unless specifically identified, the Feature Packages are available for both residence and non-residence Customers.

Optional Features that are not included in a Feature Package may be provided in addition to the Feature Packages at rates and charges specified in this tariff.

6.18.2 Rates and Charges

Feature Packages are provided at a discount as follows:

Feature Package A - When Message Waiting Tone, Busy Line Transfer, and Alternate Answering are provided on the same line, a \$. 25 monthly credit will be applied. (USOC VFZ3F)

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.19 Star Code Access to Voice Mail

6.19.1 Description (Cont'd.)

Star Code Access To Voice Mail Service is abbreviated dialing access to Voice Mail from the Customer premises via an abbreviated code (* and a two-digit code). The Customer, when calling from the line on which the voice mailbox is associated, will use the feature by picking up the handset and dialing an abbreviated code (* and a two-digit code). This action will forward the call to the Customer's voice mailbox.

6.19.2 Terms and Conditions

Star Code Access To Voice Mail Service requires Alternate Answering and/or Busy Line Transfer on the Customer's exchange line. The call forward number for Star Code Access to Voice Mail Service must be the same as that of Alternate Answering and/or Busy Line Transfer.

Star Code Access To Voice Mail Service is provided subject to the availability of Central Office capacity and facilities.

The Monthly Price for the Star Code Access To Voice Mail Service is in addition to the Monthly Prices for Alternate Answering and Busy Line Transfer services.

Star Code Access To Voice Mail Service is offered only in association with residence and business exchange services and unless specified otherwise, PBX trunks. Star Code Access To Voice Mail Service is not available with Centrex system stations, semi-public service or party line exchange service.

6.19.3 Prices

1. Service Elements

Nonrecurring Charge	TBD
Maximum Monthly Price	TBD
Star Code Access To Voice Mail Service	\$.60

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.19 Star Code Access to Voice Mail, (Cont'd)

6.19.4 Pricing List

1. Service Elements

Description /Billing Code/

Nonrecurring Charge TBD

Monthly Price TBD

Star Code Access To Voice Mail Service \$.30

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.20 Voice Mail Features Package

6.20.1 Description

The Voice Mail Features package is an optional package that includes Message Waiting Indication, Busy Line Transfer, Alternate Answer and Star Code Access To Voice Mail Service. Message Waiting Indication provides for a visual and audible signal to be activated on a Network Access Line.

Busy Line Transfer automatically transfers incoming calls to alternate designated exchange numbers or to a Direct Inward Dialing (DID) Station Number when the called number is busy.

Alternate Answering automatically transfers incoming calls that encounter a do not answer condition after a predetermined number of rings to a designated exchange number or to a Direct Inward Dialing (DID) Station Number.

Star Code Access To Voice Mail Service is abbreviated dialing access to Voice Mail from the Customer premises via an abbreviated code (* and a two-digit code).

6.20.2 Terms and Conditions

The Voice Mail Features package is available where facilities permit and is subject to the Message Waiting Indication, Busy Line Transfer, Alternate Answer, and Star Code Access to Voice Mail optional feature provisions specified in this section of the tariff.

The Voice Mail Features package is offered only in association with residence and business exchange services and unless specified otherwise, PBX trunks. Voice Mail Features package is not available with Centrex system stations, semi-public service or party line exchange service.

6.20.3 Prices

Service Elements

Nonrecurring Charge	TBD
Maximum Monthly Price	TBD

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.20 Voice Mail Features Package, (Cont'd)

6.20.3 Prices, (Cont'd)

Residence

Voice Mail Features Package \$3.00

Business

Voice Mail Features Package 3.00

6.20.4 Pricing List

Service Elements

Nonrecurring Charge TBD

Monthly Price TBD

Residence

Voice Mail Features Package \$1.2

Business

Voice Mail Features Package \$1.2

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.21 Custom Calling Service Features

6.21.1 Description

Custom Calling Service Features are optional telecommunication services offered as additions to regular exchange service.

6.21.2 Definitions

Call Forwarding - Allows the Customer to activate and deactivate a transfer of all incoming calls to another dialable number.

Call Forwarding/TAS - Permits a Answering Service (TAS) subscriber to activate and deactivate a transfer of incoming calls to a TAS number.

Call Waiting - Provides a tone to alert a Customer with a call in progress that a second party is calling them, and allows the Customer to answer the incoming call while holding the original connection.

Three-Way Calling - Allows the Customer to add a third party to an established call without operator assistance.

6.21.3 Terms and Conditions

Custom Calling Service Features are offered only where facilities are available and properly provisioned.

Service Charges are not applicable when Custom or Advanced Custom Calling features are added to existing service if installed within 60 days of the date on which these features are initially offered from the serving central office.

Custom Calling Service Features will be provided in connection with all grades, types and classes of service, except for Coin or DID services and as indicated below for specific Custom Calling Service Features.

Call Forwarding - The Call Forwarding feature is not provided in connection with OUTWATS or INWATS services.

The quality of transmission of forwarded calls may vary depending on the distance and the routing necessary for the completion of a call.

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.21 Custom Calling Service Features, (Cont'd)

6.21.3 Terms and Conditions, (Cont'd)

Therefore, the normal grade end-to-end transmission is not guaranteed on any forwarded calls.

If calls are transferred to a number served by the same or different central office switch, multiple calls will be transferred simultaneously provided there are sufficient facilities to accept the calls.

Call Forwarding/TAS is available only to TAS subscribers and must be ordered for installation on the TAS subscriber's exchange line by a TAS.

Call Waiting - The Call Waiting feature is not provided in connection with OUTWATS.

Three-Way Calling - The Three-Way Calling feature is not provided in connection with INWATS. The quality of transmission on three-way calls may vary depending on the distance and the routing necessary to complete the calls. Therefore, the normal grade end-to-end transmission is not guaranteed on any three-way call.

6.21.4 Prices

Pay Per Use - Certain Custom Calling Services are also available on an optional Pay Per Use basis to Customers that do not subscribe to the feature on a monthly basis. Such features are available on a Pay Per Use (per attempt) basis. The Customer will be charged for each attempt to activate the service, unless the central offices are not properly equipped.

These features will be available on a Pay Per Use basis only from equipped central offices to residence and non-residence Customers.

However, these features are not available on a Pay Per Use basis to Centrex or PBX Customers.

At the request of a Customer that does not subscribe to the feature on a monthly basis, access to the feature on Pay Per Use basis may be blocked. Such blocking will be provided at no charge to the Customer.

SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.21 Custom Calling Service Features, (Cont'd)

6.21.4 Prices (Cont'd)

1. Service Elements

Maximum Monthly Price, per line	TBD	
	<u>Residence</u>	<u>Business</u>
Call Waiting	\$9.40	\$18.20
Call Forwarding	8.00	8.00
Call Forwarding	8.00	8.00
Three-Way Calling	8.00	8.00
Maximum Per Attempt Rate (N)	TBD	
Residence Business	TBD	
Pay Per Use	TBD	
Three-Way Calling	1.50	1.50 (N)

6.21.5 Pricing List

1. Service Elements

Monthly Price, per line

Call Waiting	TBD
Call Forwarding	TBD
Call Forwarding	TBD
Three-Way Calling	TBD

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SECTION 6.0 - SERVICE FEATURES, (CONT'D)

6.22 Talking Call Waiting

6.22.1 Description

Talking Call Waiting allows a residential Customer to know who is calling while they are on the line with another party. Talking Call Waiting enhances Call Waiting by allowing the Customer to hear who is calling after hearing the call waiting tone while the Customer is on the line. Any and all names will be voiced to the subscriber. This includes "private" or "unknown" to be voiced in the appropriate situation. Talking Call Waiting subscribers will hear both a call waiting tone plus the name of the calling party on an incoming call. The Customer then presses the switch hook-flash to place the current call on hold and talk to the call waiting party. Subsequent switch hook-flashes will allow the subscriber to "toggle" between the two parties, placing one on hold so that they can speak to the other party.

6.22.2 Terms and Conditions

Talking Call Waiting is available on a monthly subscription basis and must be subscribed to in conjunction with Call Waiting service.

Customers with more than one line will need to subscribe to the service for each line they wish to have Talking Call Waiting made available.

This service requires no additional adjunct or display equipment. Talking Call Waiting is not available on ISDN.

6.22.3 Prices

1. Service Elements

Maximum Monthly Price

Talking Call Waiting - Residence \$5.00

The rates above are in addition to the applicable nonrecurring charges. (N)

6.22.4 Pricing List

1. Service Elements

Talking Call Waiting - Residence \$2.50

The rates above are in addition to the applicable nonrecurring charges.

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Dynamic Telcom Engineering I, LLC
Docket No. T-03940A-00-0771

Tariff No. 2
Original Title Sheet No. 1

REGULATIONS AND SCHEDULE OF CHARGES
APPLYING TO LONG DISTANCE END-USER
COMMUNICATION SERVICES WITHIN
THE STATE OF ARIZONA

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CHECK SHEET

Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- | | |
|---|--|
| C | To signify changed regulation or rate structure. |
| D | To signify discontinued material. |
| I | To signify a increased rate. |
| M | To signify a move in the location of text. |
| N | To signify a new rate or regulation. |
| R | To signify a reduced rate. |
| S | To signify reissued material. |
| T | To signify a change in text but no change in rate or regulation. |

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate, long distance end-user communications services by Dynamic Telcom Engineering I, LLC, hereinafter referred to as the Company, to Customers within Arizona.

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SECTION 1.0 - DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

Advance Payment: Part or all of a payment required before the start of service.

Billable Network Wiring: Work performed on a Customer's premises by a Company employee or representative at the Customer's request and not covered by other charges. Any work required to establish or reestablish network access to the Company-provided network interface is excluded.

Changes in Service: Includes changes in service or equipment subsequent to the establishment of such service or equipment, and rearrangements of network wiring (including house cable) which do not involve moves.

Commission: Refers to the Arizona Corporation Commission.

Company: Refers to Dynamic Telcom Engineering I, LLC, the issuer of this tariff.

Complex Service: Includes all other exchange service and their associated facilities and equipment excluded from simple service.

Customer or Subscriber: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence ("POP"). This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Deposit: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

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SECTION 1.0 - DEFINITIONS, (CONT'D.)

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service which provides for simultaneous transmission in both directions.

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide "ALERG", issued by Bellcore.

Establishment of Service: The initial establishment of service or equipment for a Customer, and transfers of service and equipment from one premises to another on non-continuous property subsequent to the establishment of such service or equipment for a Customer.

Exchange Company or Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Hearing Impaired: Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the without the aid of a telecommunications device for the deaf.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

Inbound-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

IXC or Interexchange Carrier: A long distance telecommunications services provider.

Kbps: Kilobits per second, denotes thousands of bits per second.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

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SECTION 1.0 - DEFINITIONS, (CONT'D.)

Mbps: Megabits, denotes millions of bits per second.

Minimum Point of Presence (or "MPOP"): The main closet in the Customer's building.

Monthly Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Moves of Service: Includes relocations of service or equipment on the same continuous property subsequent to the establishment of such service or equipment for a Customer.

Multi-Frequency (or "MF"): An inter-machine pulse-type used for signaling between switches, or between switches and PBX/key systems.

Network Wiring: Network wiring work includes travel, preparation, wiring on the network side of the network interface.

Non-Recurring Charge "NRC": The initial charge, usually assessed on a one-time basis, to initiate and establish service.

NPA: Numbering plan area or area code.

Other Company: An Exchange Company, other than the Company.

PBX: Private Branch Exchange.

Point of Minimum Penetration (or "POMP"): First point on a Customer's premises that the network facilities wiring is accessible.

Point of Presence (or "POP"): Point of Presence.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

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SECTION 1.0 - DEFINITIONS, (CONT'D.)

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Simple Service: Simple residence and semi-public exchange service includes network exchange access lines and their associated facilities and equipment which met all of the following conditions: the network access lines are served from their normal serving central office; all terminations of the network access lines are confined to a single continuous property; Customer premises equipment connected to such network access lines is limited to non-key s with associated miscellaneous or supplemental equipment. Where more than one exchange service is billed on a single account, the multi-line account is considered simple only when all the network access lines meet the criteria as outlined in 1 through 3 preceding.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Based Charges: Charges for minutes or messages traversing over local exchange facilities.

User or End User: A Customer, or any other person authorized by a Customer to use service provided under this tariff.

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SECTION 2.0 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within Arizona.

Customers and Users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (cont'd.)

- E. Service may be terminated upon written notice to the Customer if:
 - 1. the Customer is using the service in violation of this tariff; or
 - 2. the Customer is using the service in violation of the law.
- F. This tariff shall be interpreted and governed by the laws of the State of Arizona regardless of its choice of laws provision.
- G. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall in all cases be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (cont'd.)

- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- E. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (cont'd.)

- F. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- H. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- I. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities, (cont'd.)

- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2. the reception of signals by Customer-provided equipment.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.10 Customer Complaints

The Company will make a full and prompt investigation of all service complaints made by its Customers, either directly or through the Commission. The Company will respond to the complainant and/or the Commission representative within 5 working days as to the status of the Company's investigation of the complaint. The Company will notify the complainant and/or the Commission representative of the final disposition of each complaint. Upon request of the complainant or the Commission representative, the Company will report the findings of its investigation in writing.

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Arizona Corporation Commission regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4 A Customer, User, or other authorized User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (cont'd.)

- E. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- F. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- G. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

2.3.2 Claims

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A. any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Claims, (cont'd.)

- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an is "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges

- A. Non-recurring charges are due and payable from the Customer within 30 days after the invoice date, unless otherwise agreed to in advance.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges, (Cont'd.)

- E. Bills for telephone services may be considered delinquent 15 days after the date the bill is rendered. Delinquent accounts for which payment has not been received may be terminated 22 days after the date the bill is rendered. Failure to receive bills or notices which have been properly placed in the United States mail shall not prevent such bills from becoming delinquent nor relieve the Customer of their obligations therein.

The amount of a late payment penalty will be indicated upon the Customer's bill when rendered by the Company. In the absence of an approved tariff, the amount of the late payment penalty will not exceed 1 and ½ percent of the delinquent bill.

- F. The Company will be allowed to recover a fee, as approved by the Commission in a tariff proceeding, for each instance where a Customer tenders payment for telephone service with an insufficient funds check. When the Company is notified by the Customer's bank that there are insufficient funds to cover the check tendered for telephone service, the Company may require the Customer to make payment in cash, by money order, certified check, or other means which guarantee the Customer's payment to the Company. A Customer who tenders an insufficient check shall in no way be relieved of the obligation to render payment to the Company under the original terms of the bill nor defer the Company's provision for termination of service for nonpayment of bills.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges, (cont'd.)

G. A Customer who disputes a portion of a bill rendered for telephone service shall pay the undisputed portion of the bill and notify the Company's designated representative that such unpaid amount is in dispute prior to the delinquent date of the bill. Upon receipt of the Customer notice of dispute, the Company will:

- 1) notify the Customer within 5 working days of the receipt of a written dispute notice;
- 2) initiate a prompt investigation as to the source of the dispute; and
- 3) withhold disconnection of service until the investigation is completed and the Customer is informed of the results.

Once the Customer has received the results of the Company's investigation, the Customer shall submit payment within 5 working days to the Company for any disputed amounts. Failure to make full payment shall be grounds for termination of service.

H. If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.

Charges for service commence when the service is installed and connection made, whether used or not.

In addition to the collection of regular rates, the Company may collect from the Customer a proportionate share of any privilege, sales or use tax, or other imposition based on the gross revenues received by the Company.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges, (cont'd.)

- I. If the Company undercharges or overcharges a Customer as the result of a miscalculation, inaccuracy, billing or other continuing problem under the Company's control or under the control of the entity for whom the Company is billing charges. The maximum portion of the undercharge that may be recovered from the Customer in any billing month, based on the appropriate rates, will be determined by dividing the amount of the undercharge by the number of months of undercharged or unbilled service, unless the Customer agrees to alternative payment arrangements. The total overcharge and accrued interest will be reimbursed to the Customer within two (2) billing periods after such reimbursement is determined to be justified. The Company will state the total amount to be collected or refunded by the second bill mailed to the Customer after such collection or refund is determined to be justified. The adjustment shall be in the form of either a direct payment to the Customer or a credit to the Customer's account within the next two (2) billing periods. If the Customer's account is current, the Customer may opt for either a credit or a direct payment.

2.5.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.4 Deposits

The Company will not require a deposit from a new applicant for residential service if the Applicant is able to meet the following requirements:

- A. The Applicant has had continuous telephone service of a comparable nature with the Company at another service location within the past 2 years and was not delinquent in payment more than once during the last 12 consecutive months or disconnected for nonpayment;
- B. The Applicant can produce a letter regarding credit or verification from a telephone utility where service of a comparable nature was last received which states:
 - 1) the Applicant had a timely payment history at the time of service disconnection, and
 - 2) the Applicant has no outstanding liability from prior service.

In lieu of a deposit, a new applicant may provide a Letter of Guarantee from an existing Customer with service who is acceptable to the Company or a surety bond as security for the Company. The Company will review and release an existing Customer as a guarantor for the new applicant after 12 consecutive months if no obligations are delinquent and has maintained a timely payment history.

Deposits will be interest bearing.

The Company may require a residential Customer to establish a deposit if the Customer becomes delinquent in the payment of 2 or more bills within a 12-consecutive-month period or has been disconnected for service during the last 12 months.

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2.5 Payment Arrangements, (Cont'd.)

2.5.4 Deposits, (Cont'd.)

The amount of a deposit required by the Company will be determined according to the following terms:

- A. Residential Customer deposits will not exceed 2 times that Customer's estimated average monthly bill or the average monthly bill for the Customer class for that Customer which ever is greater; or
- B. Nonresidential Customer deposits will not exceed 2 and ½ times that Customer's estimated maximum monthly bill.

The Company may review the Customer's usage after service has been connected and adjust the deposit amount based upon the Customer's actual usage.

- C. When a deposit is required as a condition of providing service, the Customer/Applicant has the option of providing a third party guarantee in lieu of a deposit.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving at least five (5) days advance written notice to the Customer, discontinue or suspend service without incurring any liability.

The Company may disconnect service during normal business hours. No disconnection for past due bills will be made after 12:30pm on the day preceding a day that services necessary for reconnection are not regularly performed or available.

- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F. In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

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2.5 Payment Arrangements, (Cont'd.)

2.5.5 Discontinuance of Service, (cont'd.)

- G. Upon the Company's discontinuance of service to the Customer under Section 2.5.5.(A) or 2.5.5.(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
- H. Local service may only be disconnected for Customer nonpayment of charges for local services for which the associated charges are directly regulated by the Arizona Corporation Commission.

The Company will not disconnect service for any of the following reasons:

- 1) Delinquency in payment for services rendered to a prior Customer at the premises where service is being provided, except in the instance where the prior Customer continues to reside on the premises;
- 2) Failure of the Customer to pay for services or equipment which are not regulated by the Commission;
- 3) Residential service will not be disconnected due to nonpayment of a bill related to another class of service;
- 4) Failure to pay for a bill to correct a billing error if the Customer agrees to pay over a reasonable period of time;
- 5) Failure to pay the bill of another Customer as guarantor thereof unless guarantor does not make acceptable payment arrangements;
or

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2.5 Payment Arrangements, (Cont'd.)

2.5.5 Discontinuance of Service, (cont'd.)

H. (continued)

- 6) Disputed bills where the Customer has complied with the Commission's rules on complaints.

I. The Company may, prior to termination, offer to qualifying residential Customers a deferred payment plan for the Customer to retire unpaid bills for telephone service. Each deferred payment agreement entered into by the Company and the Customer due to the Customer's inability to pay an outstanding bill in full shall provide that service will not be discontinued if:

- 1) The Customer agrees to pay a reasonable amount of the outstanding bill at the time the parties enter into the deferred payment agreement;
- 2) The Customer agrees to pay all future bills for telephone service in accordance with the billing and collection tariffs of the Company; or
- 3) The Customer agrees to pay a reasonable portion of the remaining outstanding balance in installments over a period not to exceed 6 months.

Any Customer who desires to enter into a deferred payment agreement shall establish such agreement prior to the Company's scheduled termination date for nonpayment of bills; Customer failure to execute a deferred payment agreement prior to the scheduled termination date shall not prevent the Company from discontinuing service for nonpayment.

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2.5 Payment Arrangements, (Cont'd.)

2.5.5 Discontinuance of Service, (cont'd.)

I. (continued)

Deferred payment arrangements may be in writing and may be signed by the Customer and an authorized Company representative.

If a Customer has not fulfilled the terms of a deferred payment agreement, the Company will have the right to disconnect service pursuant to the Company's termination of service rules and, under such circumstances, it will not be required to offer subsequent negotiation of a deferred payment agreement prior to disconnection.

- J.** Unless prevented by Circumstances beyond the Company's control or unless a Customer requests otherwise, the Company will reconnect previously disconnected service by 5pm on the next business day following either: (1) receipt by the Company or its authorized agent, of the full amount in arrears for which service was disconnected, or upon verification by the Company the conditions which warranted disconnection of service have been eliminated or (2) agreement by the Company and the Customer on a deferred payment plan and a payment, if required, under the plan.

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2.5 Payment Arrangements, (Cont'd.)

2.5.6 Cancellation of Application for Service

- A. Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.5.6.(A) through 2.5.6.(C) will be calculated and applied on a case-by-case basis.

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2.5 Payment Arrangements, (Cont'd.)

2.5.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

- A. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.1 Credit for Interruptions, (cont'd.)

- C. A credit allowance will be given for interruptions of 30 minutes or more.
Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less --

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.1 Credit for Interruptions, (cont'd.)

C. (continued)

Over 24 Hours and Less Than 48 Hours. Interruptions over 24 hours and less than 48 hours will be credited as an adjustment for at least the pro-rata portion of the monthly charge(s) for any and all local services rendered inoperative.

Interruptions Over 48 Hours. If service is interrupted for over 48 hours but less than 72 hours, the Customer will be provided a credit equal to at least 1/3 of one month's charges for any local services rendered inoperative.

Interruptions Over 72 Hours. If a service interruption exceeds 72 hours but is less than 96 hours, the Customer will be provided a credit equal to at least 2/3 of one month's charges for any local services rendered inoperative.

Interruptions Over 96 Hours. If a service interruption exceeds 96 hours, the Customer will be provided a credit equal to at least one month's charges for any local services rendered inoperative.

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2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- G. interruption of service due to circumstances or causes beyond the control of Company.

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2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.3 Credit for Failure of the Company to Install New Service

If the Company fails to install new service within 5 business days of an application for new service or fails to install such service by the requested installation date when at least 5 days notice is given, the Company will waive at least ½ of the non-recurring installation charges. If the Company fails to install new service within 10 business days of an application for new service or fails to install such service by the requested installation date, when at least 10 days notice is given, the Company will waive all non-recurring installation charges. Such credit will not be required if: (1) special equipment or service is involved; (2) application is for a new service in an undeveloped area where no facilities exist or (3) Applicant/Customer has not met pertinent tariff requirements.

2.6.4 Credit for Missed Customer Appointments

Upon request of the Applicant/Customer, when the Company fails to meet a scheduled installation appointment, the Company will waive the equivalent of at least ½ the regulated non-recurring installation charges. When the Company fails to meet an on-premise repair appointment or an outside repair commitment, the Company will credit the Customer's bill in the amount of at least ½ of one month's charges for any services rendered inoperative. These credits will not be required if: (1) the Company provides the Customer 24-hour notice of its inability to meet the appointment or commitment or (2) the effects of natural disasters prohibit the Company from providing such notice.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.7 Use of Customer's Service by Others

2.7.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of the Customer, subject to compliance with any applicable laws or Arizona Corporation Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.7.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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2.8 Cancellation of Service

Not less than 3 working days advance notice must be given in person, in writing, or by telephone at the Company's office to discontinue service, to change occupancy or to change account responsibility. The Customer in whose name the service is being rendered shall be responsible for all telephone services provided and/or consumed up to the scheduled date of service discontinuation.

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

The Customer's termination liability for cancellation of service shall be equal to:

- 2.8.1 all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- 2.8.2 any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- 2.8.3 all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation; minus
- 2.8.4 a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

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2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

2.9.1 to any subsidiary, parent company or affiliate of the Company; or

2.9.2 pursuant to any sale or transfer of substantially all the assets of the Company;
or

2.9.3 pursuant to any financing, merger or reorganization of the Company.

2.10 Notices and Communications

2.10.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.10.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.10.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.10.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 3.0 - SERVICE DESCRIPTIONS AND CHARGES

3.1 Service Offerings

Intrastate Toll Service

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The Customer dials "1+" followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

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SECTION 3.0 - SERVICE DESCRIPTIONS AND CHARGES, (Cont'd.)

3.2 Charges

3.2.1 The following rate periods apply for the services offered under this tariff:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

* Up to but not including.

3.2.2 Daytime Rate TBD

3.2.3 Evening Rate TBD

3.2.4 Night/Weekend Rate TBD

3.2.5 Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

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REGULATIONS AND SCHEDULE OF INTRASTATE
CHARGES GOVERNING THE PROVISION OF
SWITCHED ACCESS AND DEDICATED TELECOMMUNICATIONS
SERVICES FOR CONNECTION TO COMMUNICATIONS
FACILITIES WITHIN THE STATE OF ARIZONA

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CHECK SHEET

The pages of this tariff are effective as of the date shown.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	31	Original	61	Original	91	Original
2	Original	32	Original	62	Original	92	Original
3	Original	33	Original	63	Original	93	Original
4	Original	34	Original	64	Original	94	Original
5	Original	35	Original	65	Original	95	Original
6	Original	36	Original	66	Original	96	Original
7	Original	37	Original	67	Original	97	Original
8	Original	38	Original	68	Original	98	Original
9	Original	39	Original	69	Original	99	Original
10	Original	40	Original	70	Original	100	Original
11	Original	41	Original	71	Original	101	Original
12	Original	42	Original	72	Original	102	Original
13	Original	43	Original	73	Original	103	Original
14	Original	44	Original	74	Original	104	Original
15	Original	45	Original	75	Original	105	Original
16	Original	46	Original	76	Original	106	Original
17	Original	47	Original	77	Original	107	Original
18	Original	48	Original	78	Original	108	Original
19	Original	49	Original	79	Original		
20	Original	50	Original	80	Original		
21	Original	51	Original	81	Original		
22	Original	52	Original	82	Original		
23	Original	53	Original	83	Original		
24	Original	54	Original	84	Original		
25	Original	55	Original	85	Original		
26	Original	56	Original	86	Original		
27	Original	57	Original	87	Original		
28	Original	58	Original	88	Original		
29	Original	59	Original	89	Original		
30	Original	60	Original	90	Original		

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- | | |
|---|--|
| C | To signify changed regulation or rate structure. |
| D | To signify discontinued material. |
| I | To signify a increased rate. |
| M | To signify a move in the location of text. |
| N | To signify a new rate or regulation. |
| R | To signify a reduced rate. |
| S | To signify reissued material. |
| T | To signify a change in text but no change in rate or regulation. |

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TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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DEFINITIONS

Certain terms used generally throughout this tariff are described below.

Advance Payment: Part or all of a payment required before the start of service.

Access Services: The Company's interstate telephone services offered pursuant to this tariff.

Busy Hour Minutes of Capacity (BHMC): The term "Busy Hour Minutes of Capacity (BHMC)" denotes the Customer specified maximum amount of Switched Access Service and/or Dedicated Access minutes the Customer expects to be handled in an Switching Buildings switch during any hour in an 8:00 a.m. to 11:00 p.m. period for the Feature Group and/or Directory Assistance Service ordered. This Customer specified BHMC quantity is the input data the Company uses to determine the number of transmission paths for the Feature Group and/or Directory Assistance Service ordered.

Carrier or Common Carrier: See Interexchange Carrier.

Commission: Refers to the Arizona Corporation Commission.

Common Channel Signaling: The term "Common Channel Signaling" (CCS) denotes a high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. Its purpose is to carry addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points in the CCS network.

Company: Dynamic Telcom Engineering I, LLC, the issuer of this tariff.

Company Calling Card: A telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

Customer: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

End User or User: Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

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DEFINITIONS (Cont'd)

Exchange Telephone Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation engaged in providing switched communication within an exchange.

Interexchange Carrier (IXC) or Interexchange Common Carrier: The terms "Interexchange Carrier" (IXC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in communication between two or more exchanges.

Intrastate Access Service: Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating calls within the state.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

Network: Refers to the Company's facilities, equipment, and services provided under this Tariff.

PIU: Path Information Unit in Systems Network Architecture.

Recurring Charge: The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

Service Commencement Date: The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

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DEFINITIONS (Cont'd)

Service Order: The written request for access services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Service Switching Point (SSP): A Service Switching Point denotes an Switching Buildings or tandem which, in addition to having SS7 and SP capabilities, is also equipped to query centralized data bases.

Serving Wire Center (SWC): The term "Serving Wire Center" denotes the wire center from which the Customer designated premises would normally obtain dial tone.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Signaling Point (SP): The term "Signaling Point (SP)" denotes an SS7 network interface element capable of originating and terminating SS7 trunk signaling messages.

Signaling Point of Interface (SPOI): The term "Signaling Point of Interface (SPOI)" denotes the Customer designated location where the SS7 signaling information is exchanged between the Telephone Company and the Customer.

Signaling System 7 (SS7): The term "Signaling System 7 (SS7)" denotes the layered protocol used for standardized common channel signaling in the U.S. and Puerto Rico.

Signal Transfer Point (STP): The term "Signal Transfer Point (STP)" denotes a packet switch which provides access to the Telephone Company's SS7 network and performs SS7 message signal routing and screening.

Signal Transfer Point (STP) Port: The term "Signal Transfer Point (STP) Port" denotes the point of termination and interconnection to the STP.

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DEFINITIONS (Cont'd)

Switching Building: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "switching building" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide, issued by Bellcore.

Toll Free: A term to describe an inbound communications service which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g. NPA is 800, 888, etc.).

Universal Emergency Telephone Number (911) Service: Wherever feasible, the Company will provide a universal Central Office number "911" for the use of Public Safety Agencies having the responsibility to protect the safety and property of the general public. It is intended that use of 911 Service will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.

Wire Center: A building in which one or more central offices, used for the provision of Exchange Services, are located.

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APPLICATION

This tariff applies to intrastate switched access and dedicated telecommunications services supplied to Customers for origination and termination of traffic to and from Central Offices of Dynamic Telcom Engineering I, LLC.

This tariff applies only to the extent that facilities are available and services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications.

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REGULATIONS

1.1 Undertaking of the Company

1.1.1 Scope

The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this tariff.

Customers and Users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

1.2 Shortage of Facilities

1.2.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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REGULATIONS, (Cont'd)

1.3. Terms and Conditions

- 1.3.1 Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- 1.3.2 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 1.3.3 In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 1.3.4 This tariff shall be interpreted and governed by the laws of the state in which the service is provided regardless of its choice of laws provision.

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REGULATIONS (Cont'd)

1.4. Limitations on Liability

1.4.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

1.4.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

1.4. Limitations on Liability (Cont'd)

1.4.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.

1.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

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REGULATIONS (Cont'd)

1.4. Limitations on Liability (Cont'd)

- 1.4.5 The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 1.4.5 as a condition precedent to such installations.
- 1.4.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- 1.4.7 The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- 1.4.8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

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REGULATIONS (Cont'd)

1.4. Limitations on Liability (Cont'd)

1.4.9 The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

1.5. Provision of Equipment and Facilities

1.5.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

1.5.2 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

1.5.3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

1.5.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.

1.6 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors or suppliers.

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Dynamic Telcom Engineering I, LLC

REGULATIONS (Cont'd)

1.7 Prohibited Uses

- 1..7.1 The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- 1.7.2 The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.
- 1.7.3 The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- 1.7.4 A Customer, or authorized User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

2.0 Customer Premises Provisions

- 2.0.1 The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- 2.0.2 The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

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REGULATIONS (Cont'd)

2.1 Liability of the Customer

- 2.1.1 The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.1.2 To the extent caused by any negligent or intentional act of the Customer as described in 2.2.1, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- 2.1.3 The Customer shall not assert any claim against any other Customer or User of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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Dynamic Telcom Engineering I, LLC

REGULATIONS (Cont'd)

2.2 Jurisdictional Report Requirements

- 2.2.1 For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by Switching Buildings trunk group when the Feature Group D Switched Access Service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating access minutes for each account to which the Customer may terminate traffic.
- 2.2.2 Should the Customer not supply a terminating PIU Factor, the data used by the Company to develop the projected interstate percentage for originating access minutes will be used to develop projected interstate percentage for such terminating access minutes. When a Customer orders Feature Group D Switched Access Service, the Customer shall supply a projected interstate percentage of use for each Switching Buildings trunk group involved to be used in the event that originating call details are insufficient to determine the jurisdiction for the call. This percentage shall be used by the Company as the projected interstate percentage for such call detail. For purposes of developing the projected interstate percentage, the Customer shall utilize the same considerations as those set forth in Section 2.2.3 following. The Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 ($100 - \text{projected interstate percentage} = \text{intrastate percentage}$) as the projected intrastate percentage of use.

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REGULATIONS (Cont'd)

2.2 Jurisdictional Report Requirements (Cont'd)

- 2.2.3 If the Customer has no originating traffic within the Switching Buildings for which sufficient call detail exists to develop a PIU factor, and the Customer has not supplied a PIU factor on either the quarterly update report or the Access Service Request, the Company will designate a PIU factor of 75% for Feature Group D terminating access minutes. For originating Toll Free access minutes, where the call detail is insufficient to determine the jurisdiction of the call, the Customer shall provide the Company with a projected PIU factor. If such a PIU has not been provided for Toll Free access minutes, the Company will designate the default PIU factor of 75%. This factor will be applied to the next billing cycle and continue until the Customer provides a PIU factor. When the Customer does provide the PIU factor, the Company will update the customer's PIU factors within fifteen (15) business days.
- 2.2.4 For purposes of developing the projected interstate percentage, the Customer shall consider every call that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.
- 2.2.5 These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.
- 2.2.6 The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes - interstate access minutes = intrastate access minutes).

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REGULATIONS (Cont'd)

2.2 Jurisdictional Report Requirements (Cont'd)

- 2.2.7 Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service.
- 2.2.8 The Customer reported projected interstate percentage of use will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Groups B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use. Where call detail is insufficient to make such a determination, the Customer will be requested to project a interstate percentage of use to be used by the Company for such apportionment.
- 2.2.9 The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.

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REGULATIONS (Cont'd)

2.2 Jurisdictional Report Requirements (Cont'd)

2.2.10 The Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group B or Feature Group D aggregated percentage of interstate use.

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REGULATIONS (Cont'd)

3.0 Customer Equipment and Channels

3.1 Interconnection of Facilities

In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

3.2 Inspections

3.2.1 The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.

3.2.2 If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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REGULATIONS (Cont'd)

4.0 Customer Deposits and Advance Payments

4.1 Advance Payments

4.1.1 To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to one (1) month of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

4.2 Deposits

The Company will not require a deposit from a new applicant for residential service if the Applicant is able to meet the following requirements:

- A. The Applicant has had continuous telephone service of a comparable nature with the Company at another service location within the past 2 years and was not delinquent in payment more than once during the last 12 consecutive months or disconnected for nonpayment;
- B. The Applicant can produce a letter regarding credit or verification from a telephone utility where service of a comparable nature was last received which states:
 - 1) the Applicant had a timely payment history at the time of service disconnection, and
 - 2) the Applicant has no outstanding liability from prior service.

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REGULATIONS (Cont'd)

4.0 Customer Deposits and Advance Payments, (Cont'd.)

4.2 Deposits, (Cont'd.)

In lieu of a deposit, a new applicant may provide a Letter of Guarantee from an existing Customer with service who is acceptable to the Company or a surety bond as security for the Company. The Company will review and release an existing Customer as a guarantor for the new applicant after 12 consecutive months if no obligations are delinquent and has maintained a timely payment history.

Deposits will be interest bearing.

The Company may require a residential Customer to establish a deposit if the Customer becomes delinquent in the payment of 2 or more bills within a 12-consecutive-month period or has been disconnected for service during the last 12 months.]

The amount of a deposit required by the Company will be determined according to the following terms:

- A. Residential Customer deposits will not exceed 2 times that Customer's estimated average monthly bill or the average monthly bill for the Customer class for that Customer which ever is greater; or
- B. Nonresidential Customer deposits will not exceed 2 ½ times that Customer's estimated maximum monthly bill.

The Company may review the Customer's usage after service has been connected and adjust the deposit amount based upon the Customer's actual usage.

- 4.2.1 Subject to special provisions as may be set forth below, any applicant or customer whose financial responsibility is not established to the satisfaction of the Company by either failing to furnish a letter of good credit to the Company or a customer who has had service terminated for non-payment, whose past record indicates delinquent payment practice or who is presently delinquent in payment may be required to deposit a sum not to exceed two-twelfths of the estimated total for all regulated local services provided by the Company for the ensuing twelve months, plus thirty percent of the monthly charges for local service.

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REGULATIONS (Cont'd)

4.0 Customer Deposits and Advance Payments, (Cont'd.)

4.2 Deposits, (Cont'd.)

4.2.2 The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to customer deposits. A deposit may be required in addition to an advance payment.

4.2.3 Interest on Deposits

Simple interest at the rate specified by the Commission shall be credited or paid to the customer while the Company holds the deposit. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

4.2.4 Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

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REGULATIONS (Cont'd)

4.0 Customer Deposits and Advance Payments (Cont'd)

4.2 Deposits (Cont'd)

4.2.5 Return of Deposit

The Company shall review accounts of Customers with deposits and shall refund deposits with interest if the accounts have been current for the preceding two years, unless the customer has had two consecutive 30-day arrearages or more than two non-consecutive 30-day arrearages in the past 24 months, had service denied or interrupted for non-payment of bills, has been sent more than two (2) late payment notices in the past nine (9) months or has a returned check in the past six (6) months. When a deposit is to be returned, the customer may request that the full amount of the deposit be issued by check. If the customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the customer by check.

When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.

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REGULATIONS (Cont'd)

5.0 Payment Arrangements

5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services garnished by the Company to the Customer.

5.1.1 Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services.

5.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

5.2.1 Non-recurring charges are due and payable within 30 days after the date of the invoice.

5.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.

5.2.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

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REGULATIONS (Cont'd)

5.0 Payment Arrangements, (Cont'd.)

5.2 Billing and Collection of Charges, (Cont'd.)

- 5.2.4 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

Bills for telephone services may be considered delinquent 15 days after the date the bill is rendered. Delinquent accounts for which payment has not been received may be terminated 22 days after the date the bill is rendered. Failure to receive bills or notices which have been properly placed in the United States mail shall not prevent such bills from becoming delinquent nor relieve the Customer of their obligations therein.

The amount of a late payment penalty will be indicated upon the Customer's bill when rendered by the Company. In the absence of an approved tariff, the amount of the late payment penalty will not exceed 1 and ½ percent of the delinquent bill.

- 5.2.5 If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:

5.2.5.A. a rate of 1.5 percent per month.

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REGULATIONS (Cont'd)

5.0 Payment Arrangements (Cont'd)

5.2 Billing and Collection of Charges (Cont'd)

5.2.6 The Company will be allowed to recover a fee, as approved by the Commission in a tariff proceeding, for each instance where a Customer tenders payment for telephone service with an insufficient funds check. When the Company is notified by the Customer's bank that there are insufficient funds to cover the check tendered for telephone service, the Company may require the Customer to make payment in cash, by money order, certified check, or other means which guarantee the Customer's payment to the Company. A Customer who tenders an insufficient check shall in no way be relieved of the obligation to render payment to the Company under the original terms of the bill nor defer the Company's provision for termination of service for nonpayment of bills.

5.2.7 If service is disconnected by the Company and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

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REGULATIONS (Cont'd)

5.0 Payment Arrangements (Cont'd)

5.3 Billing Disputes

5.3.1 General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed. A Customer who disputes a portion of a bill rendered for telephone service shall pay the undisputed portion of the bill and notify the Company's designated representative that such unpaid amount is in dispute prior to the delinquent date of the bill. Upon receipt of the Customer notice of dispute, the Company will:

- 1) notify the Customer within 5 working days of the receipt of a written dispute notice;
- 2) initiate a prompt investigation as to the source of the dispute; and
- 3) withhold disconnection of service until the investigation is completed and the Customer is informed of the results.

Once the Customer has received the results of the Company's investigation, the Customer shall submit payment within 5 working days to the Company for any disputed amounts. Failure to make full payment shall be grounds for termination of service.

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REGULATIONS (Cont'd)

5.0 Payment Arrangements (Cont'd)

5.3 Billing Disputes, (Cont'd.)

5.3.2 Late Payment Charge

- A. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount.
- B. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
- C. In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

5.3.3 Adjustments or Refunds to the Customer

- A. In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
- B. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- C. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
- D. All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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REGULATIONS (Cont'd)

5.0 Payment Arrangements (Cont'd)

5.3 Billing Disputes (Cont'd)

5.3.4 Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 90 days (commencing 5 days after such bills have been mailed or otherwise rendered during the Company's normal course of business) to request an in-depth review of the disputed amount.

5.4 Discontinuance of Service for Cause

- 5.4.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving at least five (5) days advance written notice to the Customer, discontinue or suspend service without incurring any liability.

The Company may disconnect service during normal business hours. No disconnection for past due bills will be made after 12:30pm on the day preceding a day that services necessary for reconnection are not regularly performed or available.

- 5.4.2 Upon a determination by the Company of the existence of a dangerous or hazardous condition or if the customer's use of the network is illegal or adversely affects the Company's network, the Company may, without giving notice, discontinue or suspend service without incurring any liability if such violation continues during that period.

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REGULATIONS (Cont'd)

5.0 Payment Arrangements (Cont'd)

5.4 Discontinuance of Service for Cause, (Cont'd.)

5.4.3 Upon violation by the customer of any Commission regulation or order, the Company, the customer failing to give the Company access to its facilities or the customer failing to abide by their contractual obligations to the Company, the Company may, by giving reasonable time for the customer to cease the activity, discontinue or suspend service without incurring any liability.

5.4.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

5.4.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

5.4.6 In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

5.4.7 Upon the Company's discontinuance of service to the Customer, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

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REGULATIONS (Cont'd)

5.0 Payment Arrangements (Cont'd)

5.4 Discontinuance of Service for Cause (Cont'd)

5.4.8. Unless prevented by circumstances beyond the Company's control or unless a Customer requests otherwise, the Company will reconnect previously disconnected service by 5pm on the next business day following either: (1) receipt by the Company or its authorized agent, of the full amount in arrears for which service was disconnected, or upon verification by the Company, the conditions which warranted disconnection of service have been eliminated, or (2) agreement by the Company and the Customer on a deferred payment plan and a payment, if required, under the plan.

The Company will not disconnect service for any of the following reasons:

- 1) Delinquency in payment for services rendered to a prior Customer at the premises where service is being provided, except in the instance where the prior Customer continues to reside on the premises;
- 2) Failure of the Customer to pay for services or equipment which are not regulated by the Commission;
- 3) Residential service will not be disconnected due to nonpayment of a bill related to another class of service;
- 4) Failure to pay for a bill to correct a billing error if the Customer agrees to pay over a reasonable period of time;
- 5) Failure to pay the bill of another Customer as guarantor thereof unless guarantor does not make acceptable payment arrangements;
or
- 6) Disputed bills where the Customer has complied with the Commission's rules on complaints.

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REGULATIONS (Cont'd)

5.0 Payment Arrangements (Cont'd)

5.4 Discontinuance of Service for Cause (Cont'd)

5.4.8. (continued)

The Company may, prior to termination, offer to qualifying residential Customers a deferred payment plan for the Customer to retire unpaid bills for telephone service. Each deferred payment agreement entered into by the Company and the Customer due to the Customer's inability to pay an outstanding bill in full shall provide that service will not be discontinued if:

- 1) The Customer agrees to pay a reasonable amount of the outstanding bill at the time the parties enter into the deferred payment agreement;
- 2) The Customer agrees to pay all future bills for telephone service in accordance with the billing and collection tariffs of the Company; or
- 3) The Customer agrees to pay a reasonable portion of the remaining outstanding balance in installments over a period not to exceed 6 months.

Any Customer who desires to enter into a deferred payment agreement shall establish such agreement prior to the Company's scheduled termination date for nonpayment of bills; Customer failure to execute a deferred payment agreement prior to the scheduled termination date shall not prevent the Company from discontinuing service for nonpayment.

Deferred payment arrangements may be in writing and may be signed by the Customer and an authorized Company representative.

If a Customer has not fulfilled the terms of a deferred payment agreement, the Company will have the right to disconnect service pursuant to the Company's termination of service rules and, under such circumstances, it will not be required to offer subsequent negotiation of a deferred payment agreement prior to disconnection.

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REGULATIONS (Cont'd)

5.0 Payment Arrangements (Cont'd)

5.5 Notice to Company for Cancellation of Service

Not less than 3 working days advance notice must be given in person, in writing, or by telephone at the Company's office to discontinue service, to change occupancy or to change account responsibility. The Customer in whose name the service is being rendered shall be responsible for all telephone services provided and/or consumed up to the scheduled date of service discontinuation.

5.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved

Meet point billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

The Company will handle ordering, rating and billing of Access Services under this tariff where more than one Exchange Telephone Company is involved in the provision of Access Service as follows.

- 5.6.1 For Feature Group D Switched Access Service, when service is jointly provided by more than one Exchange Telephone Company, the Customer must supply a copy of the order to each Exchange Telephone Company involved in providing the service.

Each Exchange Telephone Company will provide the portion of Local Transport to an interconnection point (IP) with another Exchange Telephone Company, and will bill the charges in accordance with its Access Service tariff for either Single Bill/Multiple Tariff arrangements or Multiple Bill/Multiple Tariff arrangements. For Single Bill/Single Tariff arrangements the Company will either bill the charges in accordance with its Access Service Tariff or agree to bill the Access Service charges of the interconnecting Exchange Telephone Company. The rate for the Transport elements will be determined as set forth in (B) following. All other appropriate charges in each Exchange Telephone Company tariff are applicable.

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REGULATIONS (Cont'd)

5.0 Payment Arrangements (Cont'd)

5.6 Ordering, Rating and Billing of Access Services Where More Than One
Exchange Telephone Company is Involved (Cont'd)

5.6.2 The charge for the Direct Trunk Transport and the Tandem Switched
Transport and Termination rate elements for services are determined as follows:

- A. Determine the appropriate Switched Access Local Transport
mileage by computing the airline mileage between the two ends of the
Direct Trunk Transport and the Tandem Switched Transport. Determine
the airline mileage for the Direct Trunk Transport and the Tandem
Switched Transport charge using the V&H method.
- B. For Feature D Switched Access Service, the Direct Trunk
Transport and the Tandem Switched Transport and Termination charges
are determined by using the steps set forth in (a) through (c) following for
the total Local Transport-Common Switched Transport charges.

1. Multiply:

The number of access minutes
by
the number of airline miles as determined in (1) preceding
by
the Company's appropriate Direct Trunk Transport and the
Tandem Switched Transport per mile per access minute rate
by
the Company's billing percentage factor.

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REGULATIONS (Cont'd)

5.0 Payment Arrangements (Cont'd)

5.6 Ordering, Rating and Billing of Access Services Where More Than One
Exchange Telephone Company is Involved (Cont'd)

5.6.2 (continued)

B. (continued)

2. Multiply:

The number of access minutes
by

the Company's appropriate Local Transport Termination per
minute rate. The resulting amount is the Company's total Local
Transport Termination charge.

3. Add:

The products of (i) and (ii) for the Company's total Local
Transport-Common Switched Transport charges.

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REGULATIONS (Cont'd)

5.0 Payment Arrangements (Cont'd)

5.6 Ordering, Rating and Billing of Access Services Where More Than One
Exchange Telephone Company is Involved (Cont'd)

5.6.3 The charge for the Direct Trunked Transport-Facility Mileage rate element for services provided as set forth in Section 2.6.6(A) preceding is determined as follows:

- A. Determine the appropriate Switched Access Direct Trunked Transport-Facility mileage by computing the airline mileage between the two ends of the Direct Trunked Transport Facility. Determine the airline mileage for the Direct Trunked Transport-Facility charge using the V&H method.
- B. For Feature Group D Switched Access Service, the Direct Trunked Transport-Facility Mileage charge is determined by using the procedure set forth below:

Multiply:

The number of access minutes
by

the number of airline miles as determined in (1) preceding
by

the Company's appropriate Direct Trunked Transport-Facility per
mile per access minute rate
by

the Company's billing percentage factor.

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REGULATIONS (Cont'd)

5.0 Payment Arrangements (Cont'd)

5.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd)

5.6.4 For Feature Group D.

- A. For originating or terminating access traffic at a company operated Switching Buildings, the Residual Interconnection Charge is calculated by multiplying that rate times the number of originating and terminating access minutes that are switched at the Switching Buildings.
- B. For Entrance Facility equipment operated by the Company, the Entrance Facility and/or Multiplexing charge will apply.
- C. The Billing Percentage (BP) is not applicable to the Residual Interconnection charge, Entrance Facility or Multiplexer.

5.6.5 The interconnection points will be determined by the Interconnection Agreements of the Exchange Telephone Companies involved. The billing percentage (BP) factor for the Company for the service between the involved offices will be listed in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4, except as noted below.

5.6.6 Until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4 is revised to include the following meet points, the applicable billing percentage factors for Feature Group D Switched Access Service traffic between certain Company Switching Buildings and incumbent local exchange carrier, Switching Buildings are as set forth in applicable agreements for switched access meet-point billing.

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REGULATIONS (Cont'd)

5.0 Payment Arrangements (Cont'd)

5.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd)

5.6.7 Should any changes be made to the meet point billing arrangements, the Company will give affected Customers 30 days' notice.

5.6.8 Should the Company act as an intermediate, non-terminating local exchange carrier, Local Transport Termination rates will not be applied to the meet Point billing arrangement.

5.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fees shall be adjusted according to the term and conditions set forth in Access Order Modifications.

5.8 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

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REGULATIONS (Cont'd)

6.0 Allowances for Interruptions in Service

6.1 General

- 6.1.1 A credit allowance will be given when service is interrupted, except as specified. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- 6.1.2 An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 6.1.3 If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

6.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- 6.2.1 Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- 6.2.2 Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- 6.2.3 Due to circumstances or causes beyond the control of the Company;
- 6.2.4 During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- 6.2.5 During any period in which the Customer continues to use the service on an impaired basis;

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REGULATIONS (Cont'd)

6.0 Allowances for Interruptions in Service (Cont'd)

6.2 Limitations of Allowances (Cont'd)

6.2.6 During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

6.2.7 That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

6.2.8 That was not reported to the Company within thirty (30) days of the date that service was affected.

6.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

6.4 Application of Credits for Interruptions in Service

6.4.1 Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rate basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

6.4.2 For calculating credit allowances, every month is considered to have thirty (30) days.

6.4.3 A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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REGULATIONS (Cont'd)

6.0 Allowances for Interruptions in Service (Cont'd)

6.4 Application of Credits for Interruptions in Service (Cont'd)

6.4.4 Interruptions of 24 Hours or Less Interruption Period Length of Interruption To Be Credited

Less than 15 minutes - None

15 minutes up to but not including 3 hours - 1/10 Day

3 hours up to but not including 6 hours - 1/5 Day

6 hours up to but not including 9 hours - 2/5 Day

9 hours up to but not including 12 hours - 3/5 Day

12 hours up to but not including 15 hours - 4/5 Day

15 hours up to but not including 24 hours - One Day

6.4.5 Continuous Interruption Over 24 Hours and Less Than 72 Hours.

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

6.4.6 Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one-month period.

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REGULATIONS (Cont'd)

6.0 Allowances for Interruptions in Service (Cont'd)

6.5 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1), Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

6.5.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C. all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

6.6 Customer Liability for Unauthorized Use of the Network

6.6.1 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.

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REGULATIONS (Cont'd)

6.0 Allowances for Interruptions in Service (Cont'd)

6.6 Customer Liability for Unauthorized Use of the Network (Cont'd)

6.6.1 Unauthorized Use of the Network (Cont'd)

B. The following activities constitute fraudulent use:

1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
2. Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

C. Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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REGULATIONS (Cont'd)

6.0 Allowances for Interruptions in Service (Cont'd)

6.6 Customer Liability for Unauthorized Use of the Network (Cont'd)

6.6.2 Liability for Unauthorized Use

- A. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C. The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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REGULATIONS (Cont'd)

7.0 Application of Rates

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

7.1 Charges Based on Duration of Use

Customer traffic to Switching Buildings will be measured (i.e., recorded or assumed) by the Company at Switching Buildings switches or access tandem switches. Originating and terminating calls will be measured (i.e., recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event the Customer message detail is not available because the Company lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Customer access minutes of use based on previously known values.

7.2 Rates Based Upon Distance

Where the charges for service are specified based upon distance, the following rules apply:

- 7.2.1 Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Except that, until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4 is revised to include certain Company wire centers, the airline distance should be determined utilizing the "V" (vertical) and "H" (horizontal) coordinates as set forth in AT&T Tariff F.C.C. No. 10.

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REGULATIONS (Cont'd)

7.0 Application of Rates, (Cont'd.)

7.2 Rates Based Upon Distance (Cont'd)

7.2.2 The airline distance between any two wire centers is determined as follows:

- A. Obtain the "V" and "H" coordinates for each wire center from the above-referenced NECA tariff.
- B. Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
- C. Square each difference obtained in step (2) above.
- D. Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
- E. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

G. Formula =
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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REGULATIONS (Cont'd)

7.0 Application of Rates, (Cont'd.)

7.3 Mileage

The mileage to be used to determine the Direct Trunk Transport and the Tandem Switched Transport monthly rates are calculated as the airline distance between the Switching Building switch where the call carried by Direct Trunk Transport and the Tandem Switched Transport originates or terminates and the customer's serving wire center. The V&H coordinates method is used to determine mileage.

The Direct Trunk Transport and the Tandem Switched Transport mileage rates are shown in terms of per mile per access minute. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate Direct Trunk Transport and the Tandem Switched Transport rate. The amount to be billed shall be the product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of access minutes.

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SWITCHED ACCESS SERVICE DESCRIPTIONS

8.0 Switched Access Services

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's premises and an end user's premises. It provides for the use of common terminating, switching and bunking facilities. Switched Access Service provides for the ability to originate calls from an end user's premises to a Customer's premises (or a collocated interconnection location), and to terminate calls from a Customer's premises (or a collocated interconnection location) to an end user's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the customer desires to originate or terminate calls.

Switched Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which an end user or Customer accesses them when originating or terminating calls.

FGD Access, which is available to all Customers, provides trunk side access to Company Switching Building switches with an associated uniform 10XXX or 101XXXX access codes for the Customer's use in originating and terminating communications. End users may also originate calls to a selected FGD Access Customer by dialing 1 +NPA-NXX-XXXX when using the Company's presubscription service.

Toll Free Data Base Access Service, which is available to all Customers, provides trunk side access to Company Switching Building switches in the originating direction only, for the Customer's use in originating calls dialed by an end user to telephone numbers beginning with the prefix "800", "888" or 877".

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SWITCHED ACCESS SERVICE DESCRIPTIONS (Cont'd)

8.0 Switched Access Services (Cont'd)

8.1. Access Service Order

8.1.1 Ordering Access Service Types

An Access Service Order is used by the Company to provide a Customer Access Service. When placing an order for Access Service, the Customer shall provide, at a minimum, the following information:

A) For Feature Group D Switched Access Service:

- (1) When direct routing to an Switching Building is desired, the Customer shall specify:
 - the number of trunks,
 - the Switching Building and
 - the Local Transport and Local Switching options desired.
- (2) When Switching Building routing via an access tandem switch operated by another Exchange Telephone Company is desired, the Customer shall specify:
 - the number of trunks,
 - the access tandem switch,
 - the Local Transport and Local Switching options desired, and
 - an estimate of the amount of traffic to be generated to and/or from each Company Switching Building subtending another Exchange Telephone Company's access tandem.

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SWITCHED ACCESS SERVICE DESCRIPTIONS (Cont'd)

8.0 Switched Access Services (Cont'd)

8.1. Access Service Order, (Cont'd.)

8.1.1 Ordering Access Service Types (Cont'd)

B) In addition, the Customer shall also specify for terminating only access, whether the trunks are to be arranged in trunk group arrangements or provided as single trunks.

1) For Feature Group D Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the Customer's premises to the Switching Building by traffic type. This information is used to determine the number of transmission paths. The Customer shall also specify the Local Transport and Local Switching options. When FGD is ordered by specifying the number of trunks and direct routing to an Switching Building is desired, the customer shall specify:

- the Switching Building and
- the Local Transport and Local Switching options desired.

When FGD is ordered by specifying the number of trunks and Switching Building routing via an access tandem operated by another Exchange Telephone Company is desired, the customer shall specify:

- the access tandem,
- the Local Transport and Local Switching options desired, and
- an estimate of the amount of traffic to be generated to and/or from each Company Switching Building subtending another Exchange Telephone Company's access tandem.

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SWITCHED ACCESS SERVICE DESCRIPTIONS (Cont'd)

8.0 Switched Access Services (Cont'd)

8.1. Access Service Order, (Cont'd.)

8.1.1 Ordering Access Service Types (Cont'd)

B) (continued)

1) (continued)

In addition, for Feature Group D with the SS7 signaling option, the Customer shall specify the switching point codes and trunk circuit identification codes for trunks with the SS7 signaling option, and the STP point codes, signaling link codes and link type for each Common Channel Signaling Access (CCSA) connection ordered.

When a Customer orders FGD in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

- 2) For Toll Free Data Base Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D. If the Customer desires any of the optional features available with Toll Free Data Base Service, the Customer shall so specify on the order for service.

C) Access Order Service Date Intervals

Access Service is provided with one of the following Service Date Intervals:

- Standard Interval
- Negotiated Interval
- Advance Order Interval

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SWITCHED ACCESS SERVICE DESCRIPTIONS (Cont'd)

8.0 Switched Access Services (Cont'd)

8.1 Access Service Order (Cont'd)

8.1.1 Ordering Access Service Types (Cont'd)

C) Access Order Service Date Intervals (Cont'd)

1) Standard Interval

A schedule of Standard Intervals applicable for Switched Access Services is as follows:

<u>Trunk Groups</u>	<u>Standard Interval</u>
1 to 4 Trunks	28 Days
5 to 24 Trunks	30 Days

2) Negotiated Interval

The Company will negotiate a service date interval with the Customer when:

- (a) There is no Standard Interval for the service, or;
- (b) The quantity of Access Services orders exceeds the quantities specified in the Standard Intervals, or;
- (c) The Customer requests a service date beyond the applicable Standard Interval service date except as set forth in (C) following.

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SWITCHED ACCESS SERVICE DESCRIPTIONS (Cont'd)

8.0 Switched Access Services (Cont'd)

8.1. Access Service Order (Cont'd)

8.1.1 Ordering Access Service Types, (Cont'd.)

C) Access Order Service Date Intervals (Cont'd)

2) Negotiated Interval (Cont'd)

The Company will offer a service date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval service date, or, when there is no Standard Interval, the Company offered service date. All services for which rates are applied on an individual case basis are provided with a Negotiated Interval.

Common Channel Signaling Access (CCSA) links will be provided on a Negotiated Interval. New or existing FGD trunks ordered with the SS7 signaling option will be provided on a Negotiated Interval.

The addition and/or deletion of a Toll Free Access Service six digit customer identification NXX is provided with a Negotiated Interval. The addition of a Toll Free Access Service ten digit customer identification record to the Toll Free Access Service data base or the deletion of a Toll Free Access Service ten digit customer identification record from the Toll Free Access Service data base is provided with a Negotiated Interval.

Maximum Interval

Initial establishment of service where Customer is:

- Not yet provided with any Trunk Group service in the LATA - 6 months
- Provided Trunk Group service in the LATA - 90 Days

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SWITCHED ACCESS SERVICE DESCRIPTIONS (Cont'd)

8.0 Switched Access Services (Cont'd.)

8.1 Access Service Order, (Cont'd.)

8.1.1 Ordering Access Service Types (Cont'd)

C) Access Order Service Date Intervals (Cont'd)

3) Advance Order Interval

When placing an Access Order, a Customer may request an Advance Order Interval for a service date of 12 to 24 months from the Application Date for the following services:

- A minimum of 24 voice grade equivalent Switched Access Service lines or trunks or 720 BHMCs

Orders for less than the minimum quantities will be accommodated under Standard or Negotiated Interval provisions.

Advance Order Interval Access Orders are subject to all ordering conditions of Standard and Negotiated Interval Access Orders except for the following:

(a) Advance Payment

A nonrefundable Advance Payment will be calculated as follows: The minimum monthly charge for the minimum period plus the applicable Nonrecurring Charges for the services ordered.

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SWITCHED ACCESS SERVICE DESCRIPTIONS (Cont'd)

8.0 Switched Access Services (Cont'd.)

8.1 Access Service Order, (Cont'd.)

8.1.1 Ordering Access Service Types (Cont'd)

C) Access Order Service Date Intervals (Cont'd)

3) Advance Order Interval (Cont'd)

(a) Advance Payment (Cont'd)

This Advance Payment is due 10 working days from the date the Company confirms acceptance of the order, or on the Application Date, whichever date is the later date. If the Advance Payment is not received by such payment date, the order will be canceled.

When the Access Services are connected on the service date, the Advance Payment will be applied, as a credit, to the Customer's billed service charges. When there has been a decrease in the number of services originally ordered, as set forth in (2) following, only the portion of the Advance Payment for services actually installed will be credited.

(b) Cancellation or Partial Cancellation of an Advance Order Interval Access Order

When the Customer cancels an Access Order, the order will be withdrawn. The Advance Payment will not be credited or refunded.

Any decrease in the number of ordered Access Services will be treated as a partial cancellation, and the portion of the Advance Payment for the services canceled will not be credited or refunded.

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SWITCHED ACCESS SERVICE DESCRIPTIONS (Cont'd)

8.0 Switched Access Services (Cont'd.)

8.1 Access Service Order, (Cont'd.)

8.1.1 Ordering Access Service Types (Cont'd)

D) Access Order Modifications

The Customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the Customer's use or prior to the service date, whichever is later.

Any increase in the number of Switched Access Service lines, trunks or busy hour minutes of capacity or CCSA signaling connections will be treated as a new Access Order (for the increased amount only).

1) Service Date Change Charge

Access Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company and reissued with the appropriate cancellation charges applied.

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The applicable charge is set forth in this tariff.

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SWITCHED ACCESS SERVICE DESCRIPTIONS (Cont'd)

8.0 Switched Access Services (Cont'd.)

8.1 Access Service Order, (Cont'd.)

8.1.1 Ordering Access Service Types (Cont'd)

D) Access Order Modifications (Cont'd)

2) Partial Cancellation Charge

Any decrease in the number of ordered Switched Access Service lines, trunks or busy hour minutes of capacity ordered with a Standard or Negotiated Interval Access Order will be treated as a partial cancellation and the charges as set forth in this tariff will apply. Partial cancellation charges do not apply to Advance Order Interval Access Orders.

3) Design Change Charge

The Customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. Design changes do not include a change of customer premises, end user premises, Switching Building switch, Feature Group type except for changes to Feature Group D. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change. The applicable charge is set forth in this tariff.

If a change of service date is required, the Service Date Change Charge will also apply.

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SWITCHED ACCESS SERVICE DESCRIPTIONS (Cont'd)

8.0 Switched Access Services (Cont'd.)

8.1 Access Service Order, (Cont'd.)

8.1.1 Ordering Access Service Types (Cont'd)

D) Access Order Modifications (Cont'd)

4) Expedited Order Charge

When placing an Access Order for service(s) for which Standard Intervals exist, a Customer may request a service date that is prior to the Standard Interval service date. A Customer may also request an earlier service date on a pending Standard, Negotiated or Advance Order Interval Access Order. If the Company agrees to provide service on an expedited basis, an Expedited Order Charge will apply.

If the Company receives a request for an expedited service date at the time a Standard Interval Access Order is placed, the Expedited Order Charge is calculated by summing all the nonrecurring charges associated with the order and then dividing this total by the number of days in the Standard Interval. The charge is then applied on a per day of improvement basis, per order, but in no event shall the charge exceed fifty percent of the total nonrecurring charges associated with the Access Order.

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SWITCHED ACCESS SERVICE DESCRIPTIONS (Cont'd)

8.0 Switched Access Services (Cont'd.)

8.1 Access Service Order, (Cont'd.)

8.1.1 Ordering Access Service Types (Cont'd)

E) Cancellation of an Access Order

1) A Customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that services available for the Customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or a Customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the Customer has the choice of the following options:

- The Access Order shall be canceled and charges set forth in (2) following will apply, or
- Billing for the service will commence.

If no cancellation request is received within the specified 30 calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original service date of the Access Order.

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SWITCHED ACCESS SERVICE DESCRIPTIONS (Cont'd)

8.0 Switched Access Services (Cont'd.)

8.1 Access Service Order, (Cont'd.)

8.1.1 Ordering Access Service Types (Cont'd)

E) Cancellation of an Access Order (Cont'd)

2) When a Customer cancels a Standard or Negotiated Interval Access Order for the installation of service, a Cancellation Charge will apply as follows:

- (a) When the Customer cancels an Access Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.
- (b) If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Customer may cancel the Access Order without incurring cancellation charges.

F) Minimum Period

- 1) The minimum period for which Access Service is provided and for which charges are applicable, is one month.
- 2) The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service.

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SWITCHED ACCESS SERVICE DESCRIPTIONS (Cont'd)

8.0 Switched Access Services (Cont'd.)

8.1 Access Service Order, (Cont'd.)

8.1.1 Ordering Access Service Types (Cont'd)

F) Minimum Period (Cont'd)

2) (continued)

The changes listed below are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established

- (a) A move to a different building.
- (b) A change in type of service.
- (c) A change in Switched Access Service Interface Group.
- (d) Change in Switched Access Service traffic type.
- (e) A change in STP Access link.
- (f) A change in STP Port.
- (g) Change in Company-provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.
- (h) Change to an existing Feature Group D Service to include the provision of 64 kbps Clear Channel Capability.

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SWITCHED ACCESS SERVICE DESCRIPTIONS (Cont'd)

8.0 Switched Access Services (Cont'd.)

8.1 Access Service Order, (Cont'd.)

8.1.1 Ordering Access Service Types (Cont'd)

G) Minimum Period Charges

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed services will be determined as follows:

- For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.
- All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

H) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). Types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements.

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SWITCHED ACCESS SERVICE DESCRIPTIONS (Cont'd)

8.0 Switched Access Services (Cont'd.)

8.1 Access Service Order, (Cont'd.)

8.1.1 Ordering Access Service Types (Cont'd)

H) Nonrecurring Charges (Cont'd)

1) Installation of Service

Nonrecurring charges apply to each Switched Access Service installed. For Switched Services ordered on a per trunk basis, the charge is applied per trunk or out of band signaling connection. For Switched Services ordered on a busy hour minutes of capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s). In addition, nonrecurring charges apply when an out of band signaling connection is installed for use with FGD.

2) Service Rearrangements

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in (1) preceding will apply for this work activity. Moves that change the physical location of the point of termination are described below.

(a) Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

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SWITCHED ACCESS SERVICE DESCRIPTIONS (Cont'd)

8.0 Switched Access Services (Cont'd.)

8.1 Access Service Order, (Cont'd.)

8.1.1 Ordering Access Service Types (Cont'd)

H) Nonrecurring Charges (Cont'd)

2) Service Rearrangements (Cont'd)

(b) Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

I) Network Blocking Charge

The Customer will be notified by the Company to increase its capability (busy hour minutes of capacity or quantities of trunks) when excessive trunk group blocking occurs on groups carrying Feature Group D traffic and the measured access minutes for that hour exceed the capacity purchased.

If the order for additional capacity has not been received by the Company within 15 days of the notification, the Company will bill the Customer, at the rate set forth in 6.1.2(C) following, for each overflow in excess of ordered capacity.

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SWITCHED ACCESS SERVICE DESCRIPTIONS (Cont'd)

8.0 Switched Access Services (Cont'd.)

8.2 Switched Transport

Switched transport provides the transmission facilities between the customer premises or collocated interconnection location and the Company's end-office switch(es) where the customer's traffic is switched to originated or terminated customer's communications.

A) Entrance Facility Rate Category

An Entrance Facility provides the communications path between a customer's premises and the Company serving wire center (SWC) of that premises for the sole use of the customer. The Entrance Facility is provided as DS1 and/or DS3 service. An Entrance Facility is required whether the customer's premises and the serving wire center are located in the same or different buildings.

B) Direct Trunk Transport Rate Category

Direct Trunk Transport provides the transmission path from the serving wire center of the customer's premises to an Switching Building or as an option from the serving wire center to a tandem office. This transmission path is dedicated to the use of a single customer.

The Direct Trunked Transport rate category is comprised of a monthly fixed rate and a monthly per mile rate based on the facility provided, i.e., DS1, or DS3. The fixed rate provides the circuit equipment at the ends of the transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The Direct Trunked Transport rate is the sum of the fixed and per mile rate. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the serving wire center of the customer's premises and the Switching Building or directly to the access tandem using the V&H coordinates method.

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SWITCHED ACCESS SERVICE DESCRIPTIONS (Cont'd)

8.0 Switched Access Services (Cont'd.)

8.2 Switched Transport (Cont'd)

C) Tandem Switched Transport Rate Category

Tandem Trunk Transport provides the transmission path from the SWC of the customer's premises to an Switching Building utilizing tandem switching functions. Tandem Switched Transport consist of circuits dedicated to the use of a single customer from the customer's premises to the access tandem and circuits used in common by multiple customers from the access tandem to an Switching Building. For Tandem Switched Transport, the Company will determine the type of facilities from the SWC of the customer's premises to the Switching Building based on the customer's order for service on a busy hour minutes of capacity basis or on a per trunk basis.

The Tandem Switched Transport rate category is comprised of a Tandem Transport fixed MOU rate, Tandem Transport Per Mile/Per MOU rate, and a Tandem Switching MOU rate. The fixed rate provides the circuit equipment at the end of the interoffice transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the interoffice circuits. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the SWC of the customer's premises and the Switching Building using the V&H coordinates method. The Tandem Switching rate provides for the tandem switching facilities. The Tandem Switched Transport rate is the sum of the fixed rate, the per mile rate, and the Tandem Switching MOU rate.

In addition, the customer has the option to purchase direct trunks to the access tandem as specified above. If the customer chooses this option, the per mile/per MOU rate shall be measured between the tandem office and the Switching Building (common traffic) using the V&H coordinates method for all of the customer's usage at that specific tandem. The fixed per MOU rate and the Tandem Switching rates will also apply.

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SWITCHED ACCESS SERVICE DESCRIPTIONS (Cont'd)

8.0 Switched Access Services (Cont'd.)

8.2 Switched Transport (Cont'd)

D) Common Channel Signaling Access

Common channel Signaling Access (CCSA) is comprised of a STP Port Termination rate and a STP Link Transport rate.

The STP Port termination rate provides for the point of termination to the signal switching capability of the STP.

The STP Link Transport rate provides for the transmission facilities between the SWC of the customer designated premises and the Company STP. STP Link Transport may be provided by an Interconnector that has a collocated interconnection node in a wire center or other location where one of the Company's STP's is located.

E) Interface Groups

Interface Groups are provided for terminating the Switched Transport at the customer's premises. Each Interface Group provides a specified interface at the customer's facilities, (e.g., DS1, DS3). Where transmission facilities permit, the individual transmission path between the customer's premises and the first point of switching may at the option of the customer be provided with optional features.

Interface Group 6 provides DS1 level digital transmission at the point of termination at the customer's premises. The interface is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths. The interface is provided with individual transmission path bit stream supervisory signaling.

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SWITCHED ACCESS SERVICE DESCRIPTIONS (Cont'd)

8.0 Switched Access Services (Cont'd.)

8.3 Other Rate Categories

A) Toll Free Data Base Access Service

Toll Free Data Base Access Service is a service offering utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed Toll Free calls to a Company Service Switching Point which will initiate a query to the data base to perform the Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed Toll Free number. Toll Free Data Base Access Service Charge is assessed as set forth in Section 6.4. Toll Free Data Base Access Service is comprised of the following elements:

1) Toll Free Data Base Access Service Query Charge

The Toll Free Data Base Access Service Query Charge applies for the identification of the appropriate customer for Toll Free Data Base Access Service.

2) POTS Translation Charge

The POTS Translation provides the option of having the ten digit POTS number NPA + NXX-XXXX delivered instead of the Toll Free dialed number (e.g., 800 + NXX-XXXX) delivered to the service provider.

A POTS Translation Charge is assessed as set forth in Section 6.4.

3) Call Handling & Destination Feature Charge

The Toll Free Call Handling and Destination Features Package, available only with the Toll Free Data Base Access Service, provides feature functionality in addition to basic query. The feature package may include various destination options such as carrier selection, time of day routing, day of week routing, specific date routing, geographic routing, routing based on percent of allocation, and emergency routing profiles.

A Call Handling and Destination Feature Charge is assessed on a per-query basis, in addition to the Customer Identification Charge and the POTS Translation Charge as set forth in Section 6.4.

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SWITCHED ACCESS SERVICE DESCRIPTIONS (Cont'd)

8.0 Switched Access Services, (Cont'd.)

8.4 Miscellaneous Services

8.4.1 Presubscription

- A) Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IXC) to access, without an access code, for intrastate interLATA calls and interstate interLATA calls subject to the Company's FCC Access Tariff. This IXC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select as its PIC the Company, or any other IXC that orders originating Feature Group D Switched Access Service at the Switching Building that serves the end user. After the end user's initial selection of a predesignated IXC, for any additional change in selection, a non-recurring charge, as set forth in Section 6.2.1, applies.
- B) At the request of a new or existing end user served by a Feature Group D end office, the Company will provide a list of IXCs the end user may select as its PIC. At no additional charge for the initial selection, the customer may choose either of the following options.
- Designate an IXC as a PIC and dial 10XXX or 101XXXXX to reach other IXCs.
 - Designate that they do not want to be presubscribed to any IXC and choose to dial 10XXX or 101 XXXX for all calls to all IXCs.

New end users subscribing to the Company's Exchange Access Service which do not specify a PIC will default to the Company as their initial PIC selection. Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth in Section 6.2.1, applies. This charge is billed to the end user which is the subscriber to the Exchange Access Service, or upon request by the selected IXC, billed to the IXC on behalf of the end user.

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SWITCHED ACCESS SERVICE DESCRIPTIONS (Cont'd)

8.0 Switched Access Services, (Cont'd.)

8.4 Miscellaneous Services (cont'd)

8.4.2 Unauthorized PIC Change

If an IXC requests a PIC change on behalf of a billed party (e.g., an end user), and the billed party subsequently denies requesting the change, and the IXC is unable to substantiate the change with a letter of authorization signed by the billed party; then:

The billed party will be reassigned to their previously selected IXC. No charge will apply to the billed party for this reassignment.

The Unauthorized Presubscription Change Charge as set forth in Section 6.2.1(B) will apply to the IXC that requested the unauthorized PIC change. This charge is applied in addition to the PIC change charge set forth in Section 6.2.1(A) following.

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DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS

9.1 General

The various types of Carrier service offerings are described below. Carrier services are billed at predetermined monthly rates. Recurring charges are billed in advance of the month in which service is performed. In addition, the optional features and any extraordinary installation costs other than recurring and non-recurring charges may apply as described herein. Customers requesting these services may subscribe to services on a month-to-month basis, or for term discount plans of 1 to 5 years. Customers subscribing to a term discount plan may receive a discount on charges for these arrangements. Agreements for services in excess of 5 years will be negotiated on an ICB.

9.2 Service Configurations

There are two types of service configurations over which Carrier's services are provided: point-to-point service and multipoint service.

9.2.1 Point-To-Point Service

Point-To-Point Service connects two Customer-designated premises, either on a directly connected basis, or through a hub where multiplexing functions are performed.

9.2.2 Multipoint Service

Multipoint Services connect three or more Customer designated premises through a Carrier hub. There is no limitation on the number of locations connected via multipoint service. However, when more than three points are provided in tandem, the quality of service may be degraded. Multipoint service may be provided where technically possible. If Carrier determines that the requested characteristics for a multipoint service are not compatible, the Customer will be advised and given the opportunity to change the order within 60 days.

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DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

9.3 Service Descriptions and Technical Specifications

The following service descriptions and technical specifications will apply to Carrier's services. When references to Bellcore Technical Publications on file with the F.C.C. are made for performance criteria, the criteria will be considered objectives for Carrier's performance. In no case should the reference to these Bellcore standards be construed as creating any warranties on the part of Carrier. Technical publications are available for review by the Customer upon request.

9.3.1 Voice Grade Service (DS-0)

A Voice Grade Facility is a channel which provides voice frequency transmission capability in the normal frequency range of 300 to 3000 HZ and may be terminated as analog two-wire or four-wire, or where facilities permit, as a four-wire in a digital format when used in conjunction with another Voice Grade Facility termination at the other end. Voice Grade Facilities are provided between Customer designated locations or between a Customer designated location and a Carrier's hub.

Transmission specifications are defined in Bellcore Technical Reference TR-TSY-000335, issue 2 and PUB 41004, Table 4, and those publications referenced therein for Voice Grade frequency (300-3000hertz Voice Grade Transmission).

9.3.2 Digital Data Service (DDS)

A Digital Data Channel is a channel for duplex four-wire transmission of synchronous serial data at rates of 2.4, 4.8, 9.6, 19.2, 56, or 64 Kbps. The actual bit rate is a function of the channel interface selected by the Customer. The channel provides synchronous service with timing provided by Carrier, through Carrier facilities to the Customer in the received bit stream. Digital Data channels are provided only between Customer designated locations and/or between Customer designated locations and a Carrier's hub.

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DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

9.3 Service Descriptions and Technical Specifications (Cont'd)

9.3.3 DS-1 Service

DS-1 Service, or Digital Signal Level 1 Service, is a channel for the transmission of 1.5644 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-1 Channels are provided between Customer designated locations and between Customer designated locations and a Carrier's hub.

Technical standards are defined in Bellcore Technical Reference TR-NPL-000054, TR-TSY-000342, TR-TSY-000194, and PUB 62508, PUB 62411, PUB 62411A.

9.3.4 Type I Channels

Type I digital channels are provided where both endpoints of a channel are served by the Company's network. Rates for Type I Channels are provided in Section 7 of this tariff.

9.3.5 Type II Channels

Type II digital channels are provided where at least one endpoint of a channel is served by the network of an entity with whom the company's network is interconnected; such channels are provided via a combination of the Company's facilities and the facilities of the interconnected entity. Rates for the portions of the service provided over the company's facilities are based on the rates for the corresponding Type I Channel rates. Rates for the portion of the service provided over the facilities of the interconnected entity are based on the rates charged the Company by the interconnected entity. The Company may apply a service charge or mark-up to the rates charged the Company by the interconnected entity.

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DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

9.3 Service Descriptions and Technical Specifications (Cont'd)

9.3.6 DS-3 Service

DS-3 Service, or Digital Signal Level 3 Service, is a channel for the transmission of 44.736 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-3 Channels are provided between Customer designated locations and/or between Customer designated locations and a Carrier's hub. DS-3 service is provided with an electrical interface. As an option, this service may be provided to a Customer with an optical interface at the Customer's premises. Services with this option will terminate in Carrier's Optical Line Terminating Equipment (OLTE) located in Carrier's hub. The OLTE located at the Customer's premises is subject to the mutual agreement of the parties, and must be compatible with the OLTE located in Carrier's hub. The optical interface option is available only where facilities permit, and is offered on an Individual Case Basis (ICB)

Technical standards are defined in Bellcore Technical Reference TR-NPL-000054, TR-TSY-000342, TR-TSY-000194, and PUB 62508, PUB 62411, PUB 62411A.

9.3.7 DS-3 Packaging

DS-3 services may be ordered in multiples as specified in the Dedicated Services Rates and Charges Section. These services are offered in the same configuration as DS-3 service (i.e. either electrical or optical interface), and with the same technical specifications.

9.3.8 Fractional DS-1 Service

Fractional DS-1 service consists of 2 to 24 DS-0 or DDS channels between two Customer designated locations, utilizing DS-1 level facilities, and multiplexing arrangements.

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DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

9.3 Service Descriptions and Technical Specifications (Cont'd)

9.3.9 Multiplexing Services

Multiplexing is provided in the following configurations:

M13 Multiplexing (ICB)

An arrangement that converts a 44.736 Mbps channel into 28 DS-1 channels using digital time division multiplexing.

DS-1 to DS-0 Multiplexing

An arrangement that converts a 1.544 Mbps channel into 24 channels for use with Voice Grade Facilities or DDS.

9.3.10 Customer Provided Equipment

Customer provided terminating equipment such as CSUs, multiplexers, and other terminating equipment may, at the Customer's request, be provided by the Customer, at the Customer's expense. Carrier makes no guarantees or warranties as to the performance of Customer provided equipment.

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DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

9.4 Rate Categories

There are seven rate categories that may apply to Carrier's Services.

9.4.1 Channel Terminations (CT) / Local Distribution Channel (LDC)

The Channel Termination Rate Category provides for the communications path between a Customer designated premises, and another Customer designated premises. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the Carrier's service is to be connected, and the type of signaling capability (if any). One channel Termination charge applies per Customer designated premises at which the service is terminated.

9.4.2 Channel Mileage Termination (CMT) - Fixed

This rate element applies per termination whenever there is mileage associated with the channel; a channel has mileage associated with it when the endpoints are located in geographic areas normally served out of separate Telephone Company Switching Buildings. Different charges may apply depending on whether the connection is a Type I (on-Net) or Type II (off-net) connection.

9.4.3 Channel Mileage (CM) - Per Mile

This rate element applies whenever there is mileage associated with the channel. The unit rate is multiplied by the number of miles (Interoffice Mileage) between the two Telephone Switching Buildings which normally serve the geographic areas in which the endpoints of the channel are located. Interoffice Mileage is determined according to the V&H coordinates method set forth in Section 2.10.2. Fractions of a mile are rounded up to the next whole mile before rates are applied. Different charges may apply depending on whether the connection is a Type I (on-Net) or Type II (off-net) connection.

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DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

9.4 Rate Categories (Cont'd)

9.4.4 Optional Features and Functions

The Optional Features and Functions Rate Category provides for optional services which may be added to a Carrier's service to improve its quality or characteristics to meet specific communications requirements. These services are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics which may be obtained. These characteristics may be derived using various combinations of equipment.

9.4.5 Extraordinary Charges

From time to time, customers may request special services not addressed specifically by rate elements in this tariff, or services to locations that may cause Carrier to incur extraordinary expenses not contemplated in the provision of standard service offerings. These costs include, but are not limited to:

- Additional construction costs
- Building space rental or rights-of-way costs
- Additional equipment
- Special facilities routing

In these cases, the Customer will be billed additional charges computed on an ICB. Special services not addressed in this tariff shall be approved by the F.C.C. prior to the provision of such service.

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DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

9.4 Rate Categories (Cont'd)

9.4.6 Volume Discounts

Discounts for specified dollar volumes of traffic to a specific location or aggregate dollar volumes may apply, as specified in this tariff, to customers that subscribe to substantial volumes of Carrier's services.

9.4.7 Term Discounts

Customers will be eligible for discounts for executing agreements for services for 1 to 5 years, as specified in this tariff.

9.5 Application of Rate Elements

The rate elements described in Section 4.4 of this tariff will be applied as follows:

9.5.1 Point-To-Point Services

- Channel Terminations (when applicable)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

9.5.2 Multipoint Services

- Channel Terminations (one per designated Customer location)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

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DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

9.6 Regulations and Computations of Mileage

9.6.1 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

9.6.2 All times refer to local time.

9.6.3 All inter-city services are rated according to the mileage between the Carrier's Point of Presence in each city.

9.6.4 Airline mileage, used in connection with determining rates for intercity portions of services and facilities, is obtained by using the "V" and "H" coordinates assigned to each point as set forth in (e) below. This procedure is referenced in the AT&T Tariff FCC No. 10. To determine the airlines distance between any two locations, proceed as follows:

- A) Utilize the "V" and "H" coordinates for each Customer designated location.
- B) Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
- C) Square each difference obtained in step (ii) above.
- D) Add the square of the "V" difference and the "H" difference obtained in step (iii) above.
- E) Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.
- F) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

G) Formula =
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

9.7 Contract Rates - Special Pricing Arrangements-ICB

9.7.1 In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

9.7.2 In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.

9.8 Back Billing

Carrier shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered, assuming that the customer was aware of the unbilled services during the period the services were unbilled, for a period of six years after the service was rendered.

9.9 Taxes

9.9.1 Sales, Use and Excise Taxes

In addition to all recurring, non-recurring, usage or special charges, Customer shall also be responsible for and shall pay all applicable federal, state and local sales, use and excise taxes.

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DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

9.10 Temporary Promotional Programs

The Carrier may establish temporary promotional programs, wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously received by the Customer. The terms of promotional programs will be filled with the F.C.C. subject to the requirements of applicable law, except if the promotion is to reduce rates.

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SWITCHED ACCESS BILLING AND COLLECTION SERVICES

10.1 Billing Name and Address Service

Billing Name and Address (BNA) Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company.

BNA Service is provided for the sole purpose of permitting the customer to bill its telephone communications service to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

BNA Service, which allows customers to submit the end user's ten-digit Automatic Number Identification (ANI) for returned end user BNA, is provided on a manual basis by a written request (i.e., U.S. mail or facsimile). The Company, upon receipt of the customer's request, will process the ANI. If the BNA information is available within the Company's billing records, the Company will produce a report of the associated BNA information in paper media.

BNA information is furnished for 10XXX or 101XXXX dialing, collect, bill to third number and messages charged to a calling card that is resident in the Company's data base.

10.1.1 Undertaking of The Company

- A) The Company will respond within ten (10) business days of receipt of a customer's annual request for end user BNA information.
- B) Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.
- C) The Company shall use reasonable efforts to provide accurate and complete BNA information. The company makes no warranties, expressed or implied, as to the accuracy or completeness of this BNA information.

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SWITCHED ACCESS BILLING AND COLLECTION SERVICES (Cont'd.)

10.1 Billing Name and Address Service, (Cont'd.)

10.1.2 Obligations of the Customer

- A) With each order for BNA Service, the customer shall identify the authorized individual and address to receive the BNA information.
- B) The customer shall institute adequate internal procedures to insure that BNA information, including that related to "confidential" non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information.
- C) The customer shall not publicize or represent to others that the Company jointly participates with the customer in the development of the customer's end user records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA Service.
- D) When the customer orders BNA Service for both interstate and intrastate messages, the Jurisdictional Reporting Requirements listed in Section 2.3.3 will be applicable.

10.1.3 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for BNA Service. Specific rates and charges are set forth in Section 6.3.1.

The Service Establishment Charge and Record Transmission Charge apply to BNA Service. The Record Transmission Charge is a usage rate which applies on a per message (ANI) basis. The Record Transmission Charges are accumulated over a monthly period. The Company will keep a count of the records (ANI's) transmitted and report pages processed. The Company will bill the customer in accordance with these counts whether or not the Company was able to provide BNA information for all BNA records. For billing purposes, each month is considered to have 30 days. When a customer cancels an order for BNA Service after the order date, the Service Establishment Charge (if applicable) and the Record Transmission Charge will apply.

The BNA Service Establishment Charge applies for the initial establishment of BNA Service.

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SWITCHED ACCESS RATES AND CHARGES

11.1 Switched Access Service

11.1.1 Service Order

Nonrecurring Charge

A) Service Implementation

1) Entrance Facility Installation Charge per
Local Distribution Channel

- voice grade two-wire \$
- voice grade four-wire \$
- high capacity DS1 \$
- high capacity DS3 \$

Line or Trunk Installation Charge
-per line or trunk \$

2) Installation labor

- overtime per engineer \$___ each half hour
outside working hours or fraction thereof
- premium time \$___ each half hour
outside working day or fraction thereof

3) Access Order Charge \$

4) Engineering Charge \$___ each half hour
or fraction thereof

B) Service Date Change
- Per Access Order \$

C) Design Change \$
- Per Access Order

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SWITCHED ACCESS RATES AND CHARGES (Cont'd)

11.1 Switched Access Service (Cont'd)

11.1.2 Switched Transport

A) Entrance Facility (Per Access Minute)

DS1

Channel Termination / Local

Distribution Channel

Per Termination

Monthly 12 Mo. 24 Mo. 36 Mo. 48 Mo. 60 Mo. NRC

1.544 Mbps

Type I & Type II

\$ \$ \$ \$ \$ \$ \$

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SWITCHED ACCESS RATES AND CHARGES (Cont'd)

11.1 Switched Access Service (Cont'd)

11.1.2 Switched Transport (Cont'd)

A) Entrance Facility (Per Access Minute) (Cont'd)

DS3

Channel Termination / Local Distribution
Channel

<u>Per Termination</u>	<u>Monthly</u>	<u>12 Mo.</u>	<u>24 Mo.</u>	<u>36 Mo.</u>	<u>48 Mo.</u>	<u>60 Mo.</u>	<u>NRC</u>
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44.736 Mbps Type I & Type II
Packing Options per order
One (1) DS3 - per DS3
Two (2) DS3s - per DS3
Three (3) DS3s - per DS3
Six (6) DS3s - per DS3
Twelve (12) DS3s - per DS3
Twenty-four (24) DS3s -per DS3

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SWITCHED ACCESS RATES AND CHARGES (Cont'd)

11.1 Switched Access Service (Cont'd)

11.1.2 Switched Transport (Cont'd)

B)	<u>Common Channel Signaling Access</u>	<u>Nonrecurring Charge</u>
1)	Signaling Network Access Link - Signaling Mileage Facility per mile - Signaling Mileage Termination per termination - Signaling Entrance Facility per facility	\$ \$ \$
2)	STP Port - per port	\$
C)	<u>Network Blocking Charge</u>	
	- Per Call Blocked	\$

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SWITCHED ACCESS RATES AND CHARGES (Cont'd)

11.1 Switched Access Service (Cont'd)

11.1.2 Switched Transport (Cont'd)

D. Direct Trunked Transport Milage

1) DS3 Fixed

<u>Monthly</u>	<u>12 Mo.</u>	<u>24 Mo.</u>	<u>36 Mo.</u>	<u>48 Mo.</u>	<u>60 Mo.</u>
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44.736 Mbps Type I & Type II
Packing Options per order
One (1) DS3 - per DS3
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Three (3) DS3s - per DS3
Six (6) DS3s - per DS3
Twelve (12) DS3s - per DS3
Twenty-four (24) DS3s -per DS-3

2 DS3 Per Mile

<u>Monthly</u>	<u>12 Mo.</u>	<u>24 Mo.</u>	<u>36 Mo.</u>	<u>48 Mo.</u>	<u>60 Mo.</u>
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44.736 Mbps Type I & Type II
Packing Options per order
One (1) DS3 - per DS3
Two (2) DS3s - per DS3
Three (3) DS3s - per DS3
Six (6) DS3s - per DS3
Twelve (12) DS3s - per DS3
Twenty-four (24) DS3s - per DS3

3) DS1 Fixed

<u>Per Termination</u>	<u>Monthly</u>	<u>12 Mo.</u>	<u>24 Mo.</u>	<u>36 Mo.</u>	<u>48 Mo.</u>	<u>60 Mo.</u>
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1.544 Mbps
Type I & Type II

4) DS1 Per Mile

<u>Monthly</u>	<u>12 Mo.</u>	<u>24 Mo.</u>	<u>36 Mo.</u>	<u>48 Mo.</u>	<u>60 Mo.</u>
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1.544 Mbps
Type I & Type II

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SWITCHED ACCESS RATES AND CHARGES (Cont'd)

11.1 Switched Access Service (Cont'd)

11.1.2 Switched Transport (Cont'd)

Tandem Switched Transport

Per Access Minute

11.1.3 Switching Building

A. Local Switching

Per Access Minute

B. Common Switching Non-Chargeable Optional Features

Service Class Routing
(available with FGD)
- Per Transmission Path Group

Alternate Traffic Routing
(available with FGD)
- Per Transmission Path Group

International Carrier Option
(available with FGD)
- Per Switching Building and Access Tandem

SS7 Signaling Option
- Calling Party Number
(available with FGD)

- Carrier Selection Parameter
(available with FGD)

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SWITCHED ACCESS RATES AND CHARGES (Cont'd)

11.1 Switched Access Service (Cont'd)

11.1.3 Switching Building (Cont'd)

C. Trunk Side Transport Termination Non-Chargeable Options

Standard Trunk for Originating, Terminating or Two-Way Operation
(available with FGD)

Operator Trunk, Full Feature Arrangement
(available with FGD)

Operator Trunk, Assist Feature
(available with FGD)

D. Non-Chargeable SS7 Signaling Option

Calling Party Number
(available with FGD)

Charge Number
(available with FGD)

Carrier Selection Parameter
(available with FGD)

Access Transport Parameter
(available with FGD)

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SWITCHED ACCESS RATES AND CHARGES (Cont'd)

11.2 Billing and Collection Services

11.2.1 <u>Billing Name and Address Service</u>	<u>Rate</u>
- Record Transmission Charge Per BNA Record Request	\$
- Service Establishment Charge Nonrecurring Charge	\$

11.3 Toll Free Data Base Access Service

	<u>Rate</u>
Toll Free Database Access Service Charge Per Query	\$
POTS Translation Charge Per Query	\$
Call Handling & Destination Feature Charge Per Query	\$

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DEDICATED SERVICES RATES AND CHARGES

12.1 Rates

12.1.1 General Regulations

- A) Except as specifically indicated, the rates set forth in this section are for dedicated services where the originating and terminating points are on Carrier's existing network. In all other situations, special construction charges may apply in order to connect locations to Carrier's network.
- B) Services may be provided using one, or a combination of rate elements as outlined in this tariff.
- C) Unless otherwise indicated, rates apply uniformly in all areas served by Carrier.
- D) Services for which a rate of "NOC" is listed are not offered currently.

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DEDICATED SERVICES RATES AND CHARGES (Cont'd)

12.1 Rates (Cont'd)

12.1.2 Charges for Changes to Pending Orders, Service Rearrangements and Expedite Charges

From time to time, customers may request changes to pending orders, rearrangements to existing service, and order completion to standard intervals. In these cases, the Customer will be required to reimburse Carrier for the increased expenses incurred on an ICB.

12.1.3 Point-To-Point and Multipoint Services

A) Voice Grade Services

<u>Monthly</u>	<u>12 mo</u>	<u>24 mo</u>	<u>36 mo</u>	<u>48 mo</u>	<u>60 mo</u>	<u>NRC</u>
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1) Channel Termination/Local Distribution Channel

Per Termination

Two-Wire

Four-Wire

2) Channel Mileage Termination

Per Termination

Two-Wire

Four-Wire

3) Channel Mileage

Per Mile

Two-Wire

Four-Wire

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DEDICATED SERVICES RATES AND CHARGES (Cont'd)

12.1 Rates (Cont'd)

12.1.3 Point-To-Point and Multipoint Services (Cont'd)

B) Digital Data Service (DDS)

1) Channel Termination / Local Distribution

Channel Per Termination	<u>Monthly</u>	<u>12 Mo.</u>	<u>24 Mo.</u>	<u>36 Mo.</u>	<u>48 Mo.</u>	<u>60 Mo.</u>	<u>NRC</u>
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2.4, 4.8, 9.6, 19.2, 56.0, and 64.0 Kbps

2) Channel Mileage Termination

Per Termination	<u>Monthly</u>	<u>12 Mo.</u>	<u>24 Mo.</u>	<u>36 Mo.</u>	<u>48 Mo.</u>	<u>60 Mo.</u>
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2.4, 4.8, 9.6, 19.2, 56.0, and 64.0 Kbps

3) Channel Mileage

Per Mile	<u>Monthly</u>	<u>12 Mo.</u>	<u>24 Mo.</u>	<u>36 Mo.</u>	<u>48 Mo.</u>	<u>60 Mo.</u>
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2.4, 4.8, 9.6, 19.2, 56.0, and 64.0 Kbps

C) High Capacity Service - DS-1

1) Channel Termination / Local Distribution

Channel Per Termination	<u>Monthly</u>	<u>12 Mo.</u>	<u>24 Mo.</u>	<u>36 Mo.</u>	<u>48 Mo.</u>	<u>60 Mo.</u>	<u>NRC</u>
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1.544 Mbps

Type I & Type II

2) Channel Mileage Termination

Per Termination	<u>Monthly</u>	<u>12 Mo.</u>	<u>24 Mo.</u>	<u>36 Mo.</u>	<u>48 Mo.</u>	<u>60 Mo.</u>
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1.544 Mbps

Type I & Type II

3) Channel Mileage

Per Mile	<u>Monthly</u>	<u>12 Mo.</u>	<u>24 Mo.</u>	<u>36 Mo.</u>	<u>48 Mo.</u>	<u>60 Mo.</u>
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1.544 Mbps

Type I & Type II

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DEDICATED SERVICES RATES AND CHARGES (Cont'd)

12.1 Rates (Cont'd)

12.1.3 Point-To-Point and Multipoint Services (Cont'd)

D) High Capacity Service - DS-3

1) Channel Termination / Local
Distribution Channel

<u>Per Termination</u>	<u>Monthly</u>	<u>12 Mo.</u>	<u>24 Mo.</u>	<u>36 Mo.</u>	<u>48 Mo.</u>	<u>60 Mo.</u>	<u>NRC</u>
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44.736 Mbps Type I & Type II
Packing Options per order
One (1) DS3 - per DS3
Two (2) DS3s - per DS3
Three (3) DS3s - per DS3
Six (6) DS3s - per DS3
Twelve (12) DS3s - per DS3
Twenty-four (24) DS3s -per DS3

2) Channel Mileage Termination

<u>Per Termination</u>	<u>Monthly</u>	<u>12 Mo.</u>	<u>24 Mo.</u>	<u>36 Mo.</u>	<u>48 Mo.</u>	<u>60 Mo.</u>
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44.736 Mbps Type I & Type II
Packing Options per order
One (1) DS3 - per DS3
Two (2) DS3s - per DS3
Three (3) DS3s - per DS3
Six (6) DS3s - per DS3
Twelve (12) DS3s - per DS3
Twenty-four (24) DS3s -per DS-3

3) Channel Mileage

<u>Per Mile</u>	<u>Monthly</u>	<u>12 Mo.</u>	<u>24 Mo.</u>	<u>36 Mo.</u>	<u>48 Mo.</u>	<u>60 Mo.</u>
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44.736 Mbps Type I & Type II
Packing Options per order
One (1) DS3 - per DS3
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Three (3) DS3s - per DS3
Six (6) DS3s - per DS3
Twelve (12) DS3s - per DS3
Twenty-four (24) DS3s - per DS3

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DEDICATED SERVICES RATES AND CHARGES (Cont'd)

12.1 Rates (Cont'd)

12.1.4 Multiplexing Services

Multiplexing, per arrangement	Monthly Rate
DS3 to DS1	\$
DS1 to Voice	\$
DS1 to DS0	\$
DS0 to Subrates	
- up to 20 2.4 kpbs services	\$
- up to 10 4.8 kpbs services	\$
- up to 5 9.6 kpbs services	\$

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